

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

This AGREEMENT, hereinafter referred to as "Contract" or "Agreement," is entered into this _____ day of _____, 20____, by and between _____, (hereinafter referred to as "Seller"), and _____, or assigns, (hereinafter referred to as "Buyer" or "Purchaser").

WITNESSETH:

WHEREAS, Seller is the fee simple owner of a certain parcel of real property located in the County of _____, State of _____, containing approximately _____ acres of land and being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, together with (i) all tenements, hereditaments and appurtenances relating thereto or associated herewith, (ii) all improvements, buildings and fixtures, if any, situated thereon, (iii) all permits, approvals, authorizations and licenses relating to or affecting any such Property which Purchaser approves, (iv) all right, title and interest of Seller in any street, road, alley or avenue adjoining such Property to the center line thereof, and (v) all of Seller's right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such Property (hereinafter sometimes collectively referred to as the "Property"); and

WHEREAS, Buyer desires to set forth the terms of purchase of Seller's Property described in Exhibit "A" for the purpose of constructing improvements thereon; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase from Seller, the Property upon the terms and conditions hereinbelow set forth.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and promises hereinafter contained, the receipt and adequacy of which are hereby acknowledged and in consideration of the deposit paid following the execution of this Agreement, the Seller agrees to sell and the Buyer agrees to buy that certain Real Property described by the attached Exhibit "A," upon the following terms and conditions:

- 1. Agreement to Buy and Sell.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, in the manner and upon the terms and conditions herein set forth in this Agreement, the Property located in the County of _____, State of _____, said land being more specifically described by the attached legal description, Exhibit "A," which by reference is incorporated in this Agreement. Except as hereinafter stated, the Property shall also include all of Seller's rights, title and interest in and to all improvements, fixtures, easements, rights-of-way, licenses, privileges, tenements and appurtenances belonging or appertaining to the above described land,

including, without limitation of the foregoing, all right, title and interest of Seller in and to any land lying in the bed of any canal, stream, lake, street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated) or any proposed street, alley, road or avenue, in front of or adjoining said land to the centerline thereof.

2. Earnest Money. Within _____ (_____) business days from the date of execution of this Agreement by Seller, Purchaser shall deposit with the Escrow Agent, _____ of _____, _____, in trust (hereinafter referred to as the "Escrow Agent"), by letter of credit, an earnest money deposit in the amount of _____ (\$ _____) Dollars, said amount, together with any additional sum deposited by Purchaser with the Escrow Agent and all interest accruing thereon, if any, being herein referred to collectively as the "Earnest Money." Following expiration of the Inspection Period, as defined in Paragraph Number 13 hereinafter, and provided the Purchaser is satisfied, in its sole discretion, with such inspection and intends to proceed with the purchase of the Property, the Purchaser shall increase the Earnest Money by depositing with the Escrow Agent, by letter of credit, an additional deposit in the amount of _____ (\$ _____) Dollars. The Earnest Money Deposit shall be non-refundable, subject, however, to the provisions of, and the occurrence of the conditions set out in, Paragraph Number 10 hereinafter. The Earnest Money shall be held in escrow by the Escrow Agent and disbursed in accordance with the terms and provisions of this Agreement. Except as otherwise provided herein, the Earnest Money shall be returned to the Purchaser and replaced with cash at the consummation of the sale by Seller and the purchase by Purchaser of the Property in accordance with the terms and provisions of this Agreement (hereinafter referred to as the "Closing").

3. Purchase Price and Method of Payment. The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property shall be the sum of _____ (\$ _____) Dollars, which Purchase Price shall be paid by Purchaser to Seller at Closing, as follows:

(a) In cash, by certified or cashier's check or by wire transfer of funds, the sum of _____ (\$ _____) Dollars, subject to appropriate credits, adjustments and prorations as hereinafter provided, including, but not limited to, those set out in the attached Exhibit "B."

- (b) The Purchaser shall, at closing, execute a promissory note for the balance of the purchaser price, in the amount of _____ (\$ _____) Dollars, in favor of the Seller, with interest thereon at the rate of _____ (_____ %) percent above the prime rate quoted by _____ . The interest rate shall be adjusted on the first day of each month under the note to reflect the prime rate quoted on that day. Installment payments shall be made _____ with the first payment being due _____ (_____) month(s) from the date of the promissory note, and continuing thereafter, until all principal and interest have been paid in full. All remaining principal and any unpaid interest shall be due and payable _____ (_____) year(s) from the date of the promissory note.
- (c) The promissory note described hereinabove shall be secured by a purchase money mortgage on the Property being purchased hereunder. Said purchase money mortgage shall be, and shall at all times remain, subordinate to any and all mortgages given by the Purchaser to obtaining financing to purchase the Property from the Seller and to any and all construction financing hereafter obtained with respect to the Property being purchased hereunder, and the Seller agrees to execute any and all documents required by any such lender, whether institutional or otherwise, to evidence such subordination, irrespective of the amount or amounts of such financing.
- (d) Adjustments to the Purchase Price, if any, shall be made in cash at Closing.
- (e) Notwithstanding the foregoing or anything herein to the contrary, the Purchase Price for the Property set forth above has been calculated on the basis that the acreage of the Property is exactly _____ acres. In the event that the Survey, as hereinafter defined, discloses that the net usable acreage of the Property is less than the aforementioned acreage, the Purchase Price shall be decreased at the rate of _____ (\$ _____) Dollars per acre or portion thereof to reflect such surplus or deficiency.

4. Time for Acceptance. This Agreement has been executed first by Purchaser as a continuing offer to Purchase the Property, subject to and conditioned upon the terms and conditions herein contained, which offer shall be open for acceptance by Seller until _____ .M. on the _____ day of _____ , 20 _____ , at which time the offer shall be deemed to be withdrawn unless at least _____ (_____) fully executed counterparts of this Agreement have been received by Purchaser.

5. Closing Date and Closing Procedures and Requirements.

(a) The "Closing Date" or "Closing" of this Agreement and the transfer of title and possession of the Property shall be held on or before _____ (_____) days from the Effective Date of this Agreement, as defined herein, at the offices of _____ , _____ or _____ at such other place as the Purchaser may hereafter select, on a date (hereinafter referred to as the "Closing Date"), and at a time selected by Purchaser upon written notice to Seller at least _____ (_____) days prior to the Closing Date. However, the Closing Date shall not occur before satisfactory completion of each and every condition of the Buyer's obligation, more specifically set out and otherwise enumerated in Paragraph Number 10 hereinbelow. Upon expiration of such _____ (_____) -day period, if one or more of said conditions are not satisfied to an extent or in a manner satisfactory to the Purchaser, the Purchaser may terminate this Agreement or extend this Agreement for such period or periods of time as the Purchaser deems in its best interest in order to allow the Seller to complete any such condition.

(b) **Conveyance of Title.** At the Closing, Seller shall execute and deliver to Purchaser a General Warranty Deed conveying fee simple marketable record title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers the property at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at Purchaser's election, be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984, which certificate shall include Seller's taxpayer identification number and address or a withholding certificate from the Internal Revenue Service stating that Seller is exempt from withholding tax on the Purchase Price under FIRPTA. If neither of the above certificates is delivered, Purchaser shall deduct and withhold at closing a tax authorized by a withholding certificate from the Internal Revenue Service.

(c) Proration of Taxes and Assessments. All real Property ad valorem taxes and general assessments applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, said proration to be based upon the most recently available tax or general assessment rate and valuation with respect to the Property; provided, however, that upon the issuance of the actual tax or general assessment statement or bill for the year of the Closing, Purchaser and Seller shall promptly make such reparations as may be necessary to ensure that the actual amount of such taxes and general assessments for the year of Closing shall be prorated between Purchaser and Seller as of the Closing Date, said agreement to survive Closing hereunder. All special assessments which have been levied or certified prior to Closing shall be paid in full by Seller.

(d) Closing Costs. Seller shall, at the Closing, pay (i) all real Property transfer and transaction taxes and levies relating to the sale of the Property including, without limitation, the documentary stamps which shall be affixed to Seller's general warranty deed, and (ii) the title insurance premiums and costs relating to the issuance of the Title Policy in the full amount of the Purchase Price. Seller shall pay the cost of recording the general warranty deed. Each party shall pay its own attorneys' fees and costs. All other costs incurred at closing shall be borne by the parties in accordance with the standard Contract for Sale and Purchase approved by the Bar Association and the Association of REALTORS® utilized in that county and state governing herein.

6. Survey and Title Matters

(a) Survey. The Seller shall, on or before the date which is _____ (_____) days after the Effective Date (as hereinafter defined), furnish the Purchaser with a survey of the Property, certified to Purchaser, prepared by a licensed _____ land surveyor. The cost of the Survey shall be paid by Seller. The Survey shall show the boundary lines of the Property and the locations of all rights-of-way and easements affecting the Property and shall contain a calculation and certificate of the exact number of acres, calculated to the nearest 1/1,000th of an acre, comprising the Property, said calculation to exclude those portions of any road, streets, alleys, rights-of-way and access or drainage easements which are situated upon, traverse or otherwise affect the Property. At Purchaser's election, the legal description of the Property set forth in the Survey shall be substituted for the description of the Property set forth herein and such substituted legal description shall be used in the general warranty deed and other documents to be delivered by Seller to Purchaser or the Title Company at Closing.

- (b) Title Insurance.** Within _____ (_____) days after the Effective Date of this Agreement or within _____ (_____) days from notice by the Purchaser that satisfactory financing has been obtained, pursuant to Paragraph Number 10(h) hereinafter, whichever occurs first, the Seller shall, at the Seller's sole expense, deliver or cause to be delivered to Purchaser a current title insurance commitment for a policy (A.L.T.A. Form B) of owner's title insurance and a copy of all exceptions referred to therein (hereinafter referred to as the "Title Commitment"). The Title Commitment shall irrevocably obligate the Title Company to issue an ALTA Form B Title Insurance Policy in the full amount of the Purchase Price (hereinafter referred to as the "Title Policy"), which Title Policy shall insure Purchaser's fee simple title to the Property. At Closing, Seller shall pay for the Title Policy.
- (c) Title and Survey Objection.** Within _____ (_____) days after the receipt of the Survey and Title Commitment, whichever is later, Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to Purchaser. Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "Permitted Exceptions." Seller shall have _____ (_____) days from the date of receiving such notice of defects from Purchaser within which to have the exceptions removed from the commitment or the defects cured to the reasonable satisfaction of the Buyer and the Title Company. In the event Seller fails or refuses to cure any Title Defect within such _____ (_____) day period, then Purchaser may, at its option (i) terminate this Agreement, in which event the Earnest Money shall be immediately refunded by Escrow Agent to Purchaser and this Agreement shall be deemed null and void and of no force and effect, and no party hereto shall have any further rights, obligations or liabilities hereunder; (ii) cure any such Title Defect, in which event the Purchase Price shall be reduced by an amount equal to the actual cost and expense incurred by Purchaser in connection with the curing of such Title Defect; (iii) accept title to the Property subject to such Title Defect; or (iv) any combination of the above. In the event Purchaser elects to cure such Title Defect pursuant to item (ii) hereof, Purchaser, at its option and upon written notice to Seller, may extend the last day permitted for Closing until the curing of such Title Defect or _____ (_____) days from and after such date, whichever shall first occur. If any Title Defect shall not have been cured within such period, Purchaser may exercise its option under time (i) or (iii) above. It is specifically understood and agreed that Purchaser hereby objects to and will require the removal, correction or deletion of (i) all standard exceptions set forth in the Title Commitment, and (ii) any gap, overlap, boundary dispute, hiatus or encroachment identified on the Survey which affects the Property or any adjacent properties. At Closing, Seller shall provide the Title Company with such affidavits or other

documents as are necessary to enable the Title Company to remove the standard exceptions from the Title Policy.

(d) No Additional Encroachments. From and after the date hereof, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license or occupancy agreement which in any way affects the Property or any portion thereof other than those of record as of the date hereof and Seller hereby covenants that Seller shall comply with and abide by all the terms and provisions of such existing easements, restrictions, rights-of-ways, reservations, mortgages, liens, pledges, encumbrances, leases, licenses and occupancy agreements through the date of Closing hereunder.

7. Time of the Essence. Time is of the essence of this Agreement and of the covenants and provisions hereunder. Any time period which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

8. Typewritten or Handwritten Provisions. Handwritten provisions inserted in this Agreement and typewritten provisions initialed by both parties shall control over the typewritten provisions in conflict therewith.

9. Defaults. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, Purchaser, in Purchaser's sole discretion, shall be entitled to an immediate refund of the Earnest Money from Escrow Agent and to (i) thereafter exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance, or (ii) terminate this Agreement. Upon such termination, the Earnest Money shall be immediately refunded by Escrow Agent to Purchaser and this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. In the event Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Purchaser under the terms and provisions of this Agreement, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to Purchaser and Escrow Agent as herein provided, to call the letter of credit deposited with the Escrow Agent as Earnest Money due as full liquidated damages, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever. Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable

estimate of such damages. Seller further acknowledges and agrees that Purchaser was materially induced to enter into this Agreement in reliance upon Seller's agreement to accept such Earnest Money as Seller's sole and exclusive remedy and that Purchaser would not have entered into this Agreement but for Seller's agreement to so limit Seller's remedies.

10. Conditions to the Purchaser's Obligations. Purchaser's obligation to purchase the Property or otherwise perform any obligation provided for herein may be fully cancelled and terminated, at the Purchaser's sole and exclusive option, upon the non-occurrence of any of the following conditions on or before the Closing Date:

- (a) The representations, warranties and covenants of Seller contained in this Agreement shall be true and correct as of the Closing Date.
- (b) Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing.
- (c) Purchaser, at Seller's expense, shall have obtained the Title Policy from the Title Company in the full amount of the Purchase Price, subject only to the Permitted Exceptions.
- (d) Purchaser, at Seller's expense, shall have obtained a complete and accurate Survey of the Property prepared by a licensed land surveyor and certified to Purchaser.
- (e) The Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident or other materially adverse event.
- (f) The zoning in existence at the time of Closing permits the use of the subject property for its intended use and the Seller shall have received no notice of any pending change in said zoning.
- (g) There is neither water nor sewer available to service the proposed improvements through use of the facilities of municipal or private firm(s); however, the Seller warrants that the Purchaser will be able to obtain well water and septic tank permits for each lot purchased hereunder.
- (h) Purchaser shall have obtained, within _____ (_____) days from the Effective Date of this Agreement, a firm written commitment for a loan and first mortgage on the property in the amount _____
_____ (\$ _____) Dollars, upon terms and conditions acceptable to the Purchaser in its sole discretion.

- (i) Purchaser may at any time or times on or before Closing, at its election, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in a writing signed by Purchaser and delivered to Seller. Except as to the condition waived, no waiver shall reduce the rights or remedies of the Purchaser by reason of any breach of any undertaking, agreement, warranty, representation or covenant of Seller.
- (j) There are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by an federal, state, county, municipal department, commission, board, bureau, or agency or other governmental instrumentality.
- (k) There are not sewer, water, building or other moratoriums in effect at the time of closing which would interfere with the immediate construction and occupancy of the proposed improvements.
- (l) That all governmental approvals and permits required from the water districts, drainage permits and environmental and regulatory agencies have been obtained by Seller.
- (m) In the event any of the foregoing conditions or other conditions to this Agreement Contract are not fulfilled or waived prior to the date of Closing, Purchaser may terminate this Agreement, regardless of whether such right is otherwise expressly provided above. Notwithstanding anything herein to the contrary, in the event of any such termination, this Agreement shall become null and void and of no further force or effect with neither party having any further rights or liabilities hereunder, and the Escrow Agent shall promptly return to Purchaser all Earnest Money deposits and any other payments theretofore made by Purchaser pursuant to this Agreement.

11. Seller Warranties. To induce Purchaser to enter into this Agreement and to purchase the Property, Seller, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by Purchaser and shall survive Closing hereunder:

- (a) Seller owns fee simple marketable and insurable record title to the Property, and every portion thereof, free and clear of all mortgages, liens, special assessment liens, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title to the Property except the Permitted Exceptions. No agreement concerning or restricting the sale of the Property is in effect and no person or entity has any right or option to acquire the Property other than Buyer.

- (b) Seller has not received any notice, and has no knowledge, that the Property or any portion or portions thereof is or will be subject to or affected by any special assessments, whether or not presently a lien thereon, or any condemnation, eminent domain, change in grade of public streets or similar proceeding.
- (c) No commitments have been made to any governmental authority, utility company, school board, church or other religious body, or any homeowner or homeowners association, or to any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property or any part thereof. The provisions of this section shall not apply to any general real estate taxes.
- (d) Seller has no knowledge of any anti-pollution, environmental laws, rules, regulations, ordinances, orders or directives which would hinder, prevent or substantially obstruct the construction, access to or operation of the contemplated development and related uses and operations.
- (e) There are no pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of the Property which Seller or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.
- (f) The Property has full, free, direct and adequate access to and from public highways and streets and Seller has no knowledge of any facts or conditions which would result in the termination of such access.
- (g) Seller has no knowledge of any latent defects or adverse facts that exist with respect to the physical condition of the Property which have not been specifically disclosed in writing to Buyer, including, without limitation, adverse soil conditions.
- (h) The land adjacent to the Property is not used for the benefit of the Property for any purpose, including, but not by way of limitation, storm drainage, utility service or access to the Property or in any way necessary for the operation or use of the

Property, and that except otherwise permitted in this Agreement, the Property is not burdened by any easements for parking, access, utilities or otherwise for the benefit of any other property.

- (i) Seller is not party or otherwise subject to any commitment, obligation, agreement or litigation which would prevent Seller from completing the sale of the Property under this Agreement or adversely affect the value of the Property in the hands of the Buyer. Seller has full right, power and authority to consummate the transaction described in this Contract, the execution and delivery of this Contract by Seller and the consummation by Seller of the transactions described herein, having been duly and validly authorized by all necessary corporate action and the observance of all required formalities on the part of the Seller, such that this Contract constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms. Neither the execution and delivery of this Contract nor the consummation by Seller of the transaction contemplated hereby, nor compliance by Seller with any of the provisions hereof will: (i) conflict with or result in a breach of or default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Seller is a party or by which it or the Property is bound; or (ii) violate any order, injunction, decree, statute, rule or regulation applicable to Seller or the Property.
- (j) There has not been filed by or against Seller a petition in bankruptcy or other insolvency proceedings or for the reorganization or the appointment of a receiver or trustee, nor has Seller made an assignment for the benefit of creditors, or filed a petition for an arrangement, or entered into an arrangement with creditors, or admitted in writing its inability to pay debts as they become due, nor does Seller have any information which may reasonably lead to the determination that such a petition, assignment or arrangement is likely to occur within one (1) year from the Effective Date hereof.
- (k) Seller has not received written notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to, and does not know of, any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain.
- (l) Seller has not received any notices from any city, village, state or other governmental authority of zoning, building, fire, air pollution, water pollution, environmental or health code violations in respect to the Property that have not been corrected.

- (m) There are no special or benefit assessments or other public charges (other than general real estate taxes) pertaining to the Property.
- (n) Seller has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance encumbering the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the property or any portion or portions thereof and no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or a breach under any such covenants, conditions, restrictions, rights of way or easements.
- (o) All public utilities including, without limitation, storm sewer, electricity, water, sanitary sewer and telephone service are available at the boundary of the Property for utilization by Purchaser in quantities sufficient to fully serve the improvements Purchaser intends to construct thereon in accordance with all requirements of all applicable utility companies and governmental authorities.
- (p) No portion of the Property is a wetlands within the jurisdiction of the State Department of Environmental Regulation or any agency of the County in which the Property is located, nor are there any laws, rules or regulations which will restrict or impede the development of all or any part of the Property due to habitation of or location of any species of flora or wildlife on the Property or any surrounding Property.
- (q) No person, firm or other legal entity other than Purchaser has any right or option whatsoever to acquire the Property or any portion or portions thereof or any interest therein.
- (r) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.
- (s) The Property is unconditionally zoned _____ under the zoning ordinance to which the Property is subject; such zoning classification permits Purchaser's proposed development of the Property for its Intended Use, and there are no other land use restrictions which would otherwise prohibit its development for the Intended Use.

- (t) Each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.
- (u) The Seller has heretofore prepared all documents pertaining to the Property and its subdivision, as contemplated by the Purchaser, and has obtained all approvals and permits required from all governmental authorities, such that the Purchaser may immediately proceed with construction following Closing, and the Seller will, at the time of Closing, transfer to the Purchaser all such approvals and permits. Further, the Seller will take all such further acts as are necessary, prudent or reasonable at all times to assist the Purchaser in obtaining such transfers and assignments.
- (v) Seller has undertaken all actions necessary to cause the Property to fully comply with all subdivision and platting laws, ordinances, rules, regulations and orders, except as otherwise set forth herein.
- (w) In the event that changes occur as to any information, documents or exhibits referred to in this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Purchaser when first available to Seller; and in the event of any change which may be deemed by Purchaser to be materially adverse, Purchaser may, at its election, terminate this Agreement and obtain a full refund of the Earnest Money deposit made hereunder.
- (x) Seller shall take all such actions and perform all such acts as are necessary, prudent and reasonable to satisfy each item enumerated in Paragraph Number 10 herein at such time or times as would be necessary to perform each, time being of the essence.

At closing, the Seller shall, in writing, reaffirm to the Buyer the truth and correctness, as of the Closing date, of each of warranties and representations contained herein and agrees to indemnify and hold the Buyer harmless from any loss or damage suffered by the Buyer on account of the untruth or incorrectness of any such warranties or representations.

12. Seller's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Seller makes the following affirmative covenants, each of which shall survive the Closing hereunder:

- (a) From and after the date hereof and until physical possession of the Property has been delivered to Purchaser, Seller will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use. Seller will pay all taxes and assessments prior to the due date thereof, will not commit or permit any waste

or nuisance with respect thereto, and will not undertake or permit any grading or any cutting of timber thereon.

- (b) At Closing, Seller shall transfer, assign, and convey to Purchaser all of Seller's right, title and interest in and to all utilities and utility commitments which service or pertain in any manner to the Property, including, without limitation, any water or sewer connections which have been allocated in any manner to the Property or to the Seller as owner of the Property and Seller's position on any waiting list relating to any such water or sewer connections.
- (c) From and after the date hereof, Seller shall not offer to sell the Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale of the Property.
- (d) Seller shall take such other actions and perform such other obligations as are required or contemplated hereunder, including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by Purchaser of its obligations hereunder.

13. Feasibility Period. Buyer shall have _____ (_____) days from the Effective Date (hereinafter referred to as the "Inspection Period"), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory for Purchaser's Intended Use. In the event Purchaser notifies Seller in writing within the Feasibility Period that Purchaser is not satisfied, in Purchaser's sole discretion, with Purchaser's inspection of the Property and that Purchaser does not intend to proceed with the Purchase of the Property, then the Earnest Money deposit shall be promptly returned to Purchaser and this Agreement shall automatically terminate and be null and void and neither party shall have any further liability or obligation hereunder.

14. Assignment. All or any portion of Purchaser's rights and duties under this Agreement shall be transferable and assignable, and in the event of any such transfer or assignment, Seller shall look solely to such transferee or assignee for the performance of all obligations, covenants, conditions and agreements imposed upon Purchaser pursuant to the terms of this Agreement or otherwise in connection with the transaction contemplated hereby.

15. Possession of Property. Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

16. Condemnation. In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bonafide threat of condemnation by any governmental authority or other entity prior to the Closing Date, Purchaser shall have the

option of either (i) terminating this Agreement by giving written notice thereof to Seller and the Escrow Agent whereupon the Earnest Money shall be immediately refunded by Escrow Agent to Purchaser, and this Agreement and all rights and obligations created hereunder shall be null and void and of no force and effect, or (ii) requiring Seller to convey the remaining portion or portions of the Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

17. Real Estate Commission. Upon the Closing of the sale pursuant to this Agreement, and only in the event of Closing, Seller shall pay to _____, Seller's broker, and to _____, Purchaser's broker, (hereinafter referred to as the "Brokers"), a real estate commission pursuant to the terms and conditions of an agreement between the Seller and its broker and a cooperating broker agreement between the Brokers. Said commission shall be payable in cash at the time of Closing. Each party hereto represents and warrants that it has employed no other brokers or real estate agencies in the creation of or the negotiations relating to this Agreement, and each party shall indemnify and hold harmless the other party by reason of any breach by such party of its warranty and representation under this paragraph.

18. Intended Use. It is expressly understood that the Purchaser intends to develop the Property as a planned unit development to contain _____ (_____) single-family residential homes on lots of various sizes (the "Intended Use").

19. Successors and Assigns. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, receivers, trustees, successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, as the context requires.

20. Notices. All notices provided for in this Agreement shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, or within _____ (_____) days after depositing same with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within _____ (_____) days after depositing with

Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Purchaser at the following address:

with a copy to:

To Seller at the following address:

with a copy to:

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

21. Escrow Agent. Escrow Agent shall not be entitled to any fees or compensation for its services as Escrow Agent hereunder. Escrow Agent shall be liable only to hold the Earnest Money, to invest same as provided for herein, and to deliver same to the parties named herein in accordance with the provisions of this Agreement. Escrow Agent is acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall be caused by the willful malfeasance of Escrow Agent. In the event of any disagreement among any of the parties to this Agreement or among them or any of them and any other person, resulting in adverse claims and demands being made in connection with or for any Property involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of any Property then held by it under this Agreement, and in so doing Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a Court assuming and having jurisdiction of the Property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at any time after a dispute between Seller and Purchaser has arisen, to pay any payment held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate.

22. Closing Agent. _____, of _____, shall act as the Closing Agent for the transaction contemplated hereby, and shall prepare all documents incident thereto, and the Seller and Purchaser shall each pay fifty percent (50%) of all closing fees and document preparation fees charged by said Closing Agent. The Closing Agent shall issue the Title Insurance policy on behalf of the Seller through _____, or other title insurer acceptable to the Closing Agent (the "Title Company"), in favor of the Purchaser.

23. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

24. Recording. This Agreement, or any memorandum thereof, may be recorded in the Public Records of any County in the State of _____, by the Buyer.

25. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

26. Execution of Documents. Each party hereto covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents in order to carry out fully and effectually the transaction herein contemplated.

27. Date of Agreement. The Effective Date of this Agreement, the date from which all time periods herein shall run, shall be the date on which the later of the Buyer or Seller executes this Agreement.

28. Survival of Provisions. All covenants, representations and warranties as set forth in this Agreement shall survive the Closing of the transaction contemplated hereby and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to, or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

29. Notice on Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in this state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

30. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of _____ . The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a Court of subject matter jurisdiction located the County of _____ , State of _____ . In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorneys fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause of action actually accrued regardless of whether damages were otherwise as of said time calculable.

IN WITNESS WHEREOF, the parties hereunder have caused this Agreement to be executed as of the dates set forth below:

WITNESSES:

PURCHASER

Company Name

By: _____
Signature

Print Name

Title

(Corporate Seal)

Date: _____

SELLER

Company Name

By: _____
Signature

Print Name

Title

(Corporate Seal)

Date: _____

ESCROW AGENT

Company Name

By: _____
Signature

Print Name

Title

(Corporate Seal)

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"

AMOUNT AND PAYMENT OF PURCHASE PRICE

1. Consideration. As total for the purchase and sale of the Property, the Buyer shall pay to the Seller the sum of _____
(\$ _____) dollars, such total consideration to be referred to in this Agreement as the "Purchase Price."

The Purchase Price to be paid by the Buyer is based on a capitalization rate of _____
(_____ %) percent. Should the Net Operation, as projected, be increased or decreased on the day of Closing, the Purchase Price, to be paid by the Buyer, will be adjusted accordingly.

2. Manner of Payment. The Purchase Price shall be paid as follows:

(a) Check from Buyer to the Seller, upon execution of this Agreement, in the amount of

(\$ _____) dollars.

(b) Such additional amounts as demanded by the Seller up to the total cash down payment, of _____
_____ (\$ _____) dollars and expenses required by the Seller. If additional amounts are required, the Seller will take back secondary financing of the balance for a period of _____ (_____) years at _____ % interest.

(c) The parties acknowledge that the Seller is using the Buyer's money for the Purchase and Construction of the Property and in consideration thereof shall pay _____
(_____ %) percent A.P.R. interest on said money to the Buyer. Interest shall accrue and be payable at Closing.

3. Allocation of Purchase Price. The Purchase Price shall be allocated for tax purposes as follows:

4. The Property being sold herein is subject to the terms and conditions of the Tenant's Lease as attached to Exhibit "C" as incorporated herein by reference. As part of the aforementioned Lease, certain Provisions therein call for increases and decreases in the cost of improvements, as requested by the Tenant, who will then remit to the Landlord the corresponding increased rent.

Initials:

Seller _____

Buyer _____

EXHIBIT "C"
TENANT LEASES