



PURCHASE AGREEMENT

Land Acquisition Transaction

Prepared by: Agent _____ Phone _____
Broker _____ Email _____

DATE: _____, 20____, at _____, California.

Items left blank or unchecked are not applicable.

FACTS:

1. Received from _____, as the Buyer(s),
 - 1.1 the sum of \$ _____, evidenced by personal check, or _____, payable to _____, for deposit only on acceptance of this offer.
 - 1.2 Deposit to be applied toward Buyer's obligations under this agreement to purchase property
 - 1.3 situated in the City of _____, County of _____, California,
 - 1.4 referred to as _____,
 - 1.5 including personal property, see attached Personal Property Inventory. [See ft Form 256]

2. This agreement is comprised of this four-page form and _____ pages of addenda/attachments.

TERMS: Buyer to pay the purchase price as follows:

3. Cash payment through escrow, including deposits, in the amount of _____ \$ _____

3.1 Other consideration paid through escrow _____ \$ _____

4. Buyer to obtain a first, or second, trust deed loan in the amount of _____ \$ _____ payable approximately \$ _____ monthly for a period of _____ years.

Interest on closing not to exceed _____%, ARM, type _____.

Loan points not to exceed _____.

4.1 Unless Buyer, within _____ days after acceptance, hands Seller satisfactory written confirmation Buyer has been pre-approved for the financing of the purchase price, Seller may terminate the agreement. [See ft Form 183]

5. Take title subject to, or Assume, an existing first trust deed note held by _____ with an unpaid principal balance of _____ \$ _____

payable \$ _____ monthly, including interest not exceeding _____%,

ARM, type _____, plus a monthly tax/insurance impound payment of \$ _____.

5.1 At closing, loan balance differences per beneficiary statement(s) to be adjusted into: cash, carryback note, or sales price.

5.2 The impound account to be transferred: charged, or without charge, to Buyer.

6. Take title subject to, or Assume, an existing second trust deed note held by _____ with an unpaid principal balance of _____ \$ _____

payable \$ _____ monthly, including interest not exceeding _____%,

ARM, type _____, due _____, 20 _____.

7. Assume an improvement bond lien with an unpaid principal balance of _____ \$ _____

8. Note for the balance of the purchase price in the amount of _____ \$ _____

to be executed by Buyer in favor of Seller and secured by a trust deed on the property junior to any above referenced financing, payable \$ _____ monthly, or more, beginning one month after closing, including interest at _____% per annum from closing, due _____ years after closing.

8.1 This note and trust deed to contain provisions to be provided by Seller for: due-on-sale, prepayment penalty, late charges, _____.

8.2 Financial Disclosure Statement is attached as an addendum. [See ft Form 300]

8.3 Buyer to provide a Request for Notice of Default and Notice of Delinquency to senior encumbrancers. [See ft Form 412]

8.4 Buyer to hand Seller a completed credit application on acceptance. [See ft Form 302]

8.5 Within _____ days of receipt of Buyer's credit application, Seller may terminate the agreement based on a reasonable disapproval of Buyer's creditworthiness.

8.6 Seller may terminate the agreement on failure of the agreed terms for priority financing. [See ft Form 183]

8.7 As additional security, Buyer to execute a security agreement and file a UCC-1 financing statement on any property transferred by Bill of Sale. [See ft Form 436]

8.8 The attached trust deed subordination agreement is an addendum to this agreement. [See ft Form 281]

9. Total Purchase Price is _____ \$ _____

- 9.1 Purchase price is formulated and to be adjusted at closing based on:
 \$ _____ per square foot of real estate conveyed.
 \$ _____ per acre of real estate conveyed.
- 9.2 The exact size and boundaries of the real estate conveyed to be established and handed to escrow by a licensed surveyor employed by Seller, or Buyer.
- 9.3 Purchase price includes all crops, water, sewer and utility rights.
- 9.4 Surveys, engineering, maps and plans recently prepared for the use of property and available to Seller to be handed to Buyer on acceptance.

10. ACCEPTANCE AND PERFORMANCE:

- 10.1 This offer to be deemed revoked unless accepted in writing on presentation, or within _____ days after date, and acceptance is personally delivered or faxed to Offeror or Offeror's Broker within this period.
- 10.2 After acceptance, Broker(s) are authorized to extend any performance date up to one month.
- 10.3 On the inability of Buyer to obtain or assume financing as agreed by the date scheduled for closing, Buyer may terminate the agreement.
- 10.4 Buyer's close of escrow is conditioned on Buyer's prior or concurrent closing on sale on a sale of other property, commonly referred to as _____.
- 10.5 Any termination of the agreement shall be by written Notice of Cancellation timely delivered to the other party, the other party's Broker or escrow, with instructions to escrow to return all instruments and funds to the parties depositing them. [See **ft** Form 183]
- 10.6 Both parties reserve their rights to assign and agree to cooperate in effecting an Internal Revenue Code §1031 exchange prior to close of escrow on either party's written notice. [See **ft** Forms 171 or 172]
- 10.7 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 10.8 Should Buyer breach the agreement, Buyer's monetary liability to Seller is limited to \$ _____, or the deposit received in Section 1.

11. DUE DILIGENCE CONTINGENCIES:

- 11.1 Within _____ days after receipt or occurrence of any of the following conditions, Buyer may terminate the agreement based on Buyer's reasonable disapproval of the condition.
 - a. Preliminary title report for the policy of title insurance, which report Seller will cause escrow to hand Buyer within _____ days after acceptance.
 - b. American Land Title Association (ALTA) survey of the property to be obtained by Buyer from a licensed surveyor employed by Buyer within _____ days after acceptance.
 - c. Land use feasibility studies to be obtained by Buyer regarding Buyer's intended use of the property within _____ days after acceptance.
 - d. An environmental impact report (EIR) to be obtained by Buyer regarding Buyer's intended use of the property within _____ days after acceptance.
 - e. Soil tests and other engineering of the property to be obtained by Buyer as required by Buyer's engineers and architects or by the local building department within _____ days after acceptance.
 - f. Geologic reports on the property to be obtained by Buyer regarding flood hazard, drainage, mud and earth movement within _____ days after acceptance.
 - g. Availability of public utilities and services including, for example, sewage, sanitation, water, power, gas, phone, fire and police, to be determined by Buyer within _____ days after acceptance.
 - h. The opinion of an attorney retained by Buyer regarding Buyer's intended use of the property within _____ days after acceptance.
 - i. Solar Shade Control Notices sent or received by Seller to be handed to Buyer on acceptance.
- 11.2 Close of escrow is contingent on the occurrence, satisfaction or waiver by Buyer of the following checked items:
 - a. Approval of a tentative, or final, subdivision or parcel map by local authorities.
 - b. Issuance by the Department of Real Estate of a preliminary, or final, subdivision report.
 - c. Issuance of a building permit for construction of Buyer's proposed development.
 - d. Obtaining a change of zoning or use permits to allow development as intended by Buyer.
 - e. Closing concurrent with the close of escrow on Buyer's acquisition of other real estate referred to as
 - f. Obtaining a loan to fund Buyer's intended use and development of the property.
 - g. Obtaining hazard insurance on the property improvements.

12. PROPERTY CONDITIONS:

- 12.1 Seller's Natural Hazard Disclosure Statement (NHD) [See **ft** Form 314] is attached, or is to be handed to Buyer on acceptance for Buyer's review. Within ten days of Buyer's post-acceptance receipt of the NHD, Buyer may terminate the agreement based on a reasonable disapproval of hazards disclosed by the statement and unknown to Buyer prior to acceptance. [See **ft** Forms 182 and 183]
- 12.2 The Seller's condition of property and environmental disclosure statement is attached, or to be delivered on acceptance.
- 12.3 Possession of the property and keys/access codes to be delivered: on close of escrow, or as stated in the attached Occupancy Agreement. [See **ft** Forms 271 and 272]
- 12.4 Seller to maintain the property in good condition until possession is delivered.
- 12.5 Buyer and those in his employ may enter on the property to survey, inspect or test, and to assist Buyer in the approval or disapproval of conditions in this agreement. Buyer hereby indemnifies Seller against all claims on Seller or Seller's title due to these activities.

13. CLOSING CONDITIONS:

- 13.1 This transaction to be escrowed with _____.
Parties to deliver instructions to escrow as soon as reasonably possible after acceptance.
 - a. Escrow holder is authorized and instructed to act on the provisions of this agreement as the mutual escrow instructions of the parties and to draft any additional instructions necessary to close this transaction. [See **ft** Form 401]
 - b. Escrow instructions, prepared and signed by the parties, are attached to be handed to escrow on acceptance. [See **ft** Form 401]
- 13.2 Escrow to be handed all instruments needed to close escrow on or before _____, 20_____, or within _____ days after acceptance. Parties to hand escrow all documents required by the title insurer, lenders or other third parties to this transaction prior to seven days before the date scheduled for closing.
 - a. Each party to pay its customary escrow charges. [See **ft** Forms 310 and 311]
- 13.3 Title to be vested in Buyer or Assignee free of encumbrances other than those set forth herein. Buyer's interest in title shall be insured by _____ title company on a(n) CLTA standard, ATLA owner's, or ALTA binder, policy of title insurance.
 - a. Endorsements _____
 - b. Seller, or Buyer, to pay the title insurance premium.
- 13.4 Taxes, assessments, insurance premiums, rents, interest and other expenses to be pro rated to close of escrow, unless otherwise provided.
 - a. Attached is a notice of your Supplemental Tax Bill. [See **ft** Form 317]
- 13.5 Bill of Sale to be executed for any personal property being transferred.
 - a. A UCC-3 Condition of Title Report to be ordered from the Secretary of State and approved by Buyer prior to close of escrow.
- 13.6 If Seller is unable to convey marketable title as agreed, or if the improvements on the property are materially damaged prior to closing, Buyer may terminate the agreement. Seller to pay all reasonable escrow cancellation charges. [See **ft** Form 183]
- 13.7 Should escrow fail to close for any reason, all engineering plans, permits or other items specifically mentioned in this agreement and obtained by Buyer to be transferred to Seller by Buyer, at no expense to Seller.

14. _____

15. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL:

California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any questions concerning this matter, please call your local Tax Collector's Office.

16. BROKERAGE FEE:

- 16.1 Parties to pay the below mentioned Broker(s) a fee now due of \$ _____, or _____% of the purchase price as follows:
 - a. Seller to pay the brokerage fee on the change of ownership.
 - b. The party wrongfully preventing this change of ownership to pay the brokerage fee.
- 16.2 Buyer's Broker and Seller's Broker, respectively, to share the brokerage fee _____: _____ or as specified in the attached Fee Sharing Agreement. [See **ft** Form 105]
- 16.3 Attached is the Agency Law Disclosure. [See **ft** Form 305]
- 16.4 Broker is authorized to report the sale, its price and terms for dissemination and use of participants in brokerage trade associations or listing services.

Buyer's/ Selling Broker: _____ Broker's BRE Identification #: _____ Selling Agent: _____ Agent's BRE Identification #: _____ Signature: _____ Is the agent of: <input type="checkbox"/> Buyer exclusively. <input type="checkbox"/> Both Seller and Buyer. Address: _____ _____ Phone: _____ Cell: _____ Fax: _____ Email: _____	Seller's/ Listing Broker: _____ Broker's BRE Identification #: _____ Listing Agent: _____ Agent's BRE Identification #: _____ Signature: _____ Is the agent of: <input type="checkbox"/> Seller exclusively. <input type="checkbox"/> Both Seller and Buyer. Address: _____ _____ Phone: _____ Cell: _____ Fax: _____ Email: _____
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I agree to the terms stated above.

See Signature Page Addendum. [ft Form 251]

Date: _____, 20____

Buyer: _____

Signature: _____

Buyer: _____

Signature: _____

I agree to the terms stated above.

See Signature Page Addendum. [ft Form 251]

Date: _____, 20____

Seller: _____

Signature: _____

Seller: _____

Signature: _____

SELLER REJECTION OF OFFER

Seller hereby rejects this offer in its entirety. No counteroffer will be forthcoming.

Date: _____, 20____

Seller's Name: _____

Signature: _____

Seller's Name: _____

Signature: _____