



PURCHASE AGREEMENT

Land Acquisition Transaction

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by a buyer broker when preparing an offer for their buyer-client to purchase an interest in an unimproved parcel of real estate.

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 is 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 The interest acquired is fee simple, unless leasehold or _____.
2. This agreement comprises this four-page form and _____ pages of addenda/attachments. [See **RPI Form 154**]

TERMS: Buyer to pay the purchase price as follows:

3. Cash payment through escrow, including deposits, in the amount of \$ _____
 - 1.1 Other consideration paid through escrow \$ _____
4. Buyer to obtain a first, or second, trust deed mortgage in the amount of \$ _____ payable approximately \$ _____ monthly for a period of _____ years. Interest on closing not to exceed _____ %, ARM. Mortgage points not to exceed _____.
5. Take title subject to, or assume a mortgage with an unpaid principal balance of \$ _____
 - a. See attached terms of the existing mortgage. [See **RPI Form 154-4**]
6. Assume an improvement or solar bond lien with an unpaid principal balance of \$ _____
7. Note for the balance of the purchase price in the amount of \$ _____ executed by Buyer in favor of Seller and secured by a trust deed on the property junior to above referenced financing.
 - a. See attached terms for seller carryback financing. [See **RPI Form 154-2**]

8. Purchase Price is. \$ _____

- 8.1 Purchase price is formulated and adjusted at closing based on:
\$ _____ per square foot of real estate conveyed.
\$ _____ per acre of real estate conveyed.
 - a. 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.
- 8.2 Purchase price includes all crops, water, sewer and utility rights.
- 8.3 Seller to pay the Buyer Broker fee through escrow in the amount of \$ _____
 - a. The party wrongfully preventing the intended conveyance to pay the fee.
- 8.4 Attached is the Agency Law Disclosure. [See **RPI Form 305**]

9. ACCEPTANCE AND PERFORMANCE:

- 9.1 This offer is deemed revoked unless accepted in writing within _____ days after date, and acceptance personally delivered or emailed to Offeror or Offeror's Broker within this period.
- 9.2 After acceptance, Broker(s) are authorized to extend any performance date up to one month.
- 9.3 Any termination of the agreement is 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 **RPI Form 183**]
- 9.4 On the inability of Buyer to obtain or assume financing as agreed by the date scheduled for closing, Buyer may terminate the agreement.
- 9.5 Buyer's close of escrow is conditioned on Buyer's prior or concurrent closing on the sale of other property, commonly referred to as _____.
- 9.6 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 **RPI Forms 171 or 172**]
- 9.7 Before an action is filed 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 to settle the dispute.

9.8 When Buyer breaches the agreement, Buyer's monetary liability to Seller is limited to \$ _____, or the deposit receipted in Section 1.

10. PROPERTY CONDITIONS:

10.1 Surveys, engineering, maps and plans recently prepared for the use of the property and available to Seller to be handed to Buyer on acceptance.

10.2 Buyer and those in their 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 indemnifies Seller against all claims on Seller or Seller's title due to these activities.

10.3 Seller to maintain the property in good condition until possession is delivered.

10.4 Possession of the property and keys/access codes to be delivered: on close of escrow, or as stated in the attached Occupancy Agreement. [See **RPI** Forms 271 and 272]

11. DUE DILIGENCE CONTIGENCIES:

Check applicable provisions.

Seller to hand Buyer copies, or make available for Buyer's review, the items checked below and in the checked addenda as soon as reasonably practicable after entry into this agreement.

Within _____ days after Buyer receipt and review of any of the items, Buyer may terminate the agreement based on Buyer's reasonable disapproval of the checked items in the addenda. [See **RPI** Form 183]

11.1 Due Diligence Contingencies Addendum. [See **RPI** Form 279]

11.2 Land use feasibility studies to be obtained by Buyer regarding Buyer's intended use of the property within _____ days after acceptance.

11.3 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.

11.4 The opinion of an attorney retained by Buyer regarding Buyer's intended use of the property within _____ days after acceptance.

12. CLOSING CONDITIONS:

12.1 Close of escrow is contingent on the occurrence, satisfaction or waiver by Buyer of the following checked items:

- Approval of a tentative, or final, subdivision or parcel map by local authorities.
- Issuance by the Department of Real Estate of a preliminary, or final, subdivision report.
- Issuance of a building permit for construction of Buyer's proposed development.
- Obtaining a change of zoning or use permits to allow development as intended by Buyer.
- Closing concurrent with the close of escrow on Buyer's acquisition of other real estate referred to as _____.
- Obtaining a loan to fund Buyer's intended use and development of the property.
- Obtaining hazard insurance on the property improvements.

12.2 This transaction to be escrowed with _____. Parties to deliver instructions to escrow as soon as reasonably possible after acceptance.

- 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 **RPI** Form 401]
- Escrow instructions, prepared and signed by the parties, are attached to be handed to escrow on acceptance. [See **RPI** Form 401]

12.3 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.

- Each party to pay its customary escrow charges. [See **RPI** Forms 310 and 311]

12.4 Buyer's title to be subject to covenants, conditions, restrictions, reservations and easements of record.

12.5 Title to be vested in Buyer or Assignee free of encumbrances other than those set forth herein. Buyer's interest in title will be insured by _____ title company on a(n) CLTA standard, ATLA owner's, or ALTA binder, policy of title insurance.

- Endorsements _____
- Seller, or Buyer, to pay the title insurance premium.

12.6 Taxes, assessments, insurance premiums, rents, interest and other expenses to be pro rated to close of escrow, unless otherwise provided.

12.7 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.
- 12.8 When Seller is unable to convey marketable title as agreed, or when 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 **RPI** Form 183]
- 12.9 When escrow fails 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.
- 12.10 Seller to pay any transfer fees incurred on the transaction.

13. NOTICES:

- 13.1 NOTICE REGARDING SALES DATA: Broker is authorized to report the sale, its price and terms for dissemination and use of participants in brokerage trade associations and listing services.
- 13.2 NOTICE REGARDING REGISTERED SEX OFFENDERS: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which he or she resides.
- 13.3 NOTICE REGARDING APPRAISAL OBJECTIVITY: Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.
- 13.4 NOTICE REGARDING GAS AND HAZARDOUS LIQUID PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- 13.5 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.

14. _____

Buyer Broker: _____
 Broker's DRE #: _____
 is the broker for: Buyer
 both Buyer and Seller (dual agent)
 Buyer Agent: _____
 Agent's DRE #: _____
 is Buyer agent (salesperson or broker-associate)
 both Buyer and Seller agent (dual agent)
 Signature: _____
 Address: _____

 Phone: _____ Cell: _____
 Email: _____

Seller Broker: _____
 Broker's DRE #: _____
 is the broker for: Seller
 both Buyer and Seller (dual agent)
 Seller Agent: _____
 Agent's DRE #: _____
 is Seller agent (salesperson or broker-associate)
 both Buyer and Seller agent (dual agent)
 Signature: _____
 Address: _____

 Phone: _____ Cell: _____
 Email: _____

I agree to the terms stated above.
 See attached Signature Page Addendum. [RPI Form 251]
 Date: _____, 20_____
 Buyer: _____
 Signature: _____
 Buyer: _____
 Signature: _____

I agree to the terms stated above.
 See attached Signature Page Addendum. [RPI 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: _____
 Name: _____
 Signature: _____



DUE DILIGENCE CONTINGENCIES ADDENDUM

Prepared by: Agent _____
Broker _____ | Phone _____
Email _____

NOTE: This form is used by a buyer agent when negotiating a purchase agreement offer for real estate which references attached further-approval contingency provisions permitting the buyer to terminate the agreement on discovery of unacceptable property conditions.

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

Items left blank or unchecked are not applicable.

FACTS:

1. This is an addendum to the following agreement:

Purchase Agreement Counteroffer
 Escrow Instructions _____

1.1 dated _____, 20_____, at _____, California,
1.2 entered into by _____, as the Buyer,
1.3 and _____, as the Seller,
1.4 regarding real estate referred to as _____.

DUE DILIGENCE CONTINGENCIES:

2. Buyer and Buyer's representatives and consultants will not disclose to any third party the contents of any documentation or information provided by Seller or Seller's representatives to fulfill Seller's duties under this agreement.

3. In the event Buyer does not acquire ownership of the property, Buyer to return to Seller all items received from Seller or Seller's representatives.

4. Seller to hand Buyer copies, or make available for Buyer's review, each of the following checked items as soon as reasonably practicable after entry into this agreement.

4.1 Conditions of property disclosures prepared and signed by Owner, unless a Transfer Disclosure Statement (TDS) is provided for in the agreement. [See **RPI** Form 304 and 304-1]

4.2 An inspection of the property by prospective Buyer or consultants within ____ days after acceptance of the agreement unless a property inspection provision is otherwise provided for in the agreement. [See **RPI** Form 130]

4.3 Natural Hazard Disclosure (NHD) Statement and any geological reports relating to the property and possessed or known to Owner. [See **RPI** Form 314]

4.4 Unique Factors or Conditions affecting the property. [See **RPI** Form 308]

4.5 Solar equipment lease or bond lien disclosure and documentation concerning the solar equipment lease agreement.

4.6 Seller's Solar Collector notice disclosure(s). [See **RPI** Form 322]

4.7 Transfer Fee Disclosure Statement. [See **RPI** Form 304-2]

4.8 Operating income and expense records, the current year-to date and two preceding years' profit and loss statements (or schedule E) and capital expenditures for the property, and operating and capital budgets for this and the following year. [See **RPI** Form 306]

4.9 A Rental Income Rent Roll statement itemizing, by unit or space, the tenant's name, monthly rent amount including CAMs and other additional rent fees, rent due date, delinquencies and the amount in arrears, rental period and expiration date, any incentive rent-free arrangements and bonuses or discounts, utilities paid by landlord, security deposits and prepaid rent, furnishings supplied, broker fees due or to become due under the leases. [See **RPI** Form 352-1]

4.10 Tenant rental or lease agreements, including any riders, modifications or amendments and side agreements; any option rights to renew or extend, lease additional space or purchase the property; and any pre-expiration cancellation rights and penalty amounts. A tenant turn over report and an eviction report, by unit or space, for the current and two preceding years. [See **RPI** Forms 550, 551, 552 and 565]

4.11 Property management agreements and a list of employees including their compensation schedules, and leasing agent representation agreements to locate tenants. [See **RPI** Forms 590, 105.1 and 105.2]

4.12 Interview of individuals involved in the management and operations of the property and administration of the property's financial books and records.

4.13 Insurance policies in effect relating to the property and liability of Owner for its operations, premium statements, and any claims made under any insurance policy covering the property during the past _____ years, including claims made against building contractors.

4.14 Maintenance agreements, outstanding work orders and other service or supply agreements related to the operation of the property. [See **RPI** Form 324]

4.15 Utility, cable/TV, internet and phone bills, property and business tax bills, assessment statements for any rent control and special district improvement bonds.

4.16 Invoices and copies of advertising and marketing for units or spaces during the past two years, along with any marketing budget and plans for this year and next.

4.17 Warranties or guaranties on fixtures or components of the property improvements.

4.18 Existing appraisal reports, feasibility studies, and market studies relating to the value and rentability of the property.

4.19 Existing ALTA survey, topographical studies, plans and specification of improvements and engineering of the site.

4.20 Soil reports, pest control reports, Americans with Disabilities Act (ADA) compliance reports, structural or component reports by architects or contractors and other similar reports or studies.

4.21 Seller's Neighborhood Security Disclosure prepared by Owner setting forth criminal activity on or about the property during the past two years relevant to the security of persons and their belongings on the property, and any security arrangements undertaken or needed in response. [See **RPI** Form 321]

4.22 All government-related licenses, permits, mapping of the parcel, certificates of occupancy, building inspections, health and safety reports, environmental impact and conditions reports or studies known to Owner, and copies of relevant local zoning ordinances affecting the use or operation of the property.

4.23 Preliminary title report for the policy of title insurance, which Seller will cause escrow to hand Buyer as soon as reasonably possible after acceptance. [See **RPI** Form 277]

4.24 The note, trust deed or related documents for each monetary lien on the property to include any restrictions, limitations or conditions on occupancy, rents, use, encumbrance, conveyance or reconveyance.

4.25 Itemized inventory of the personal property, including any trade fixtures, owned or leased by Owner and used in the operation or maintenance of the property. [See **RPI** Form 256]

4.26 An estoppel certificate executed by each tenant affirming the terms of their occupancy, which Seller will hand Buyer prior to seven days before closing. [See **RPI** Form 598]

4.27 Disclosure by Owner of any other conditions not here itemized and known to Owner which might adversely affect the value, use and operations of the property.

Buyer: I agree to the terms stated above.

Date: _____, 20

Buyer's Signature:

Buyer's Signature: _____

Buyer's Signature: _____

Seller: I agree to the terms stated above.

Date: _____, 20

Seller's Signature:

Seller's Signature: _____

Seller's Signature: _____