

COUNTRY GROVE

AGREEMENT OF SALE

This agreement, made this _____ day of _____, A.D. 20__ between Country Grove LLC, organized and existing under the laws o the State of Delaware (hereinafter "Seller").

and

(hereinafter "Buyers")

Address

Telephone

WITNESSETH:

1. Property. Seller agrees to sell and convey unto Buyer and Buyers hereby agree to purchase and pay for upon the provisions, terms and conditions erected, known as Lot No. _____, as shown on the final plan and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware.

2. Purchase Price. The purchase price is _____ Dollars (\$) _____), of which _____ Dollars (\$) _____), As forfeit money, is hereby paid by the Purchaser and deposited with Indian River Land Co., (unless otherwise designated in paragraph 7).

3. Balance. The balance to be paid as follows: _____

4. Commission. In consideration of the sale of the property having been brought about by Indian River Land Co., (Listing Agency) and _____ (Selling Agency), Seller agrees to pay a commission of 5% to be split 50/50 between Listing and Selling Agency. In the event of default said agencies shall retain their commission from sums paid on account, or shall retain one-half (1/2) of the deposit monies, whichever is less.

5. Buyer's Attorney. Buyers represent that the following attorney shall represent their interests in connection with settlement pursuant to this agreement of sale: _____. Sellers attorney shall be Haller and Hudson and they shall be responsible for the preparation of the deed in connection with this settlement. The contact for Seller's attorney shall be Stephanie at 302-856-4525.

6. Settlement Date. Final settlement shall be held on or before _____, 20____. In the event this contract is contingent upon Buyer's obtaining mortgage financing, then settlement shall be held within thirty (30) days after all the conditions of the paragraphs foregoing, and in no event shall settlement occur more than ninety (90) days from the execution of this agreement.

7. Special Terms: Seller is a licensed Real Estate Broker in the State of Delaware. _____

8. Deed and Title. Seller shall deliver to Buyers at settlement a properly executed and acknowledged special warranty deed for the property, conveying a good, marketable, fee simple title and such as would be insured at regular rates by a reputable title insurance company licensed in Delaware, free and clear of all liens and encumbrances, excepting covenants, easements, agreements, reservations and restrictions of record, (a copy of which Buyer acknowledges receipt of by their signatures on this contract) and zoning, subdivision and other state, county or municipal laws, ordinance and regulations, that do not prohibit or unreasonably limit Buyers use of the property for residential purposes. In the event title is not as aforesaid, Buyers may cancel this agreement and, thereupon, all payments made by Buyers pursuant hereto shall be returned to them forthwith and the parties hereto shall be under no further obligation hereunder.

9. Risk of Loss. Risk of loss or damage to the property by fire, windstorm or other casualty until final settlement rests with Seller. In the event of any such loss or damage. Buyers may cancel this agreement and, thereupon all payments made by Buyers pursuant

to this contract shall be returned to them forthwith and the parties hereto shall be under no further obligation hereunder.

10. Possession of the Property. Possession of the property shall be delivered by Seller to Buyers at settlement. No activity of any kind shall commence upon the lot until such time.

11. Closing Adjustments. Taxes, water rent, sewer service charges and any other charges or annual and recurrent nature assessed and/or paid, as well as any rental for the property, shall be pro-rated at settlement. Any state, county or municipal transfer taxes upon the conveyance of the land shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyers.

12. Survey, Water, Sewage, etc. Seller shall not be obliged to make nor to pay for any survey, subdivision plan, title search, abstract, certificates of title or title policy covering the property except as otherwise provided in paragraph 8 hereof. At the time of settlement on a lot in Country Grove the buyer shall be required pay a central water system at a tap in fee of \$1250.00 and a central sewer tap in fee of \$ 5900.00. (\$7150.00 are the current total impact fee as of the signing of this contract) Buyer shall be responsible for connection to all utilities to the home. These impact fee shall be payable to Country Grove LLC and shall be collected at the time of settlement. Water and Sewer are provided by Tidewater Utilities. They should be contacted for the usages fees.

13. Buyers Default If Buyers shall, for some reason not excused hereunder, fail or refuse to perform their obligation to Seller, and Seller shall not also be in default, all monies paid hereunder by Buyers on account of the purchase price may be retained by Seller as liquidated damages, whereupon, all rights and obligations hereunder shall cease.

14. Seller's Default. If Seller shall, for some reason not excused hereunder, fail or refuse to perform their obligations to Buyers and Buyer shall not also be in default, Buyers may have their deposit refunded forthwith, whereupon, all rights and obligations hereunder shall cease, or Sellers may resort to other legal or equitable remedies.

15. Assignment. Buyers may assign this agreement only with the written consent of Seller.

16. Maintenance of Roads. Buyers acknowledge that upon acceptance of a deed in Country Grove they shall be obligated to pay their proportionate share for maintaining, repairing and replacing all streets, roads, entrance areas and drainage swales in Country Grove. Buyers further acknowledge they shall be obligated to become a member of Country Grove Property Owners Association, whose duties are defined in this paragraph

and further described in the restrictions of Country Grove. The present annual maintenance fee is \$500.00 per year and is billed quarterly.

17. Entire Understanding of the Parties. This agreement constitutes the entire agreement and understanding between the parties hereto relating to the sale and purchase of the property and superseded all prior or other agreements and representations in connection with the sale and purchase of the property.

18. Joint and Several Liability. The liabilities and obligations of the Seller if there be more than one name hereunder, and the liabilities and obligations of the buyers, if there be more than one named hereunder, shall be joint and several.

19. Use of Gender and Number. The singular of any word may denote two or more, the plural one alone, and the words of one gender may denote another gender whenever appropriate under the actual circumstances.

20. Benefit and Detriment of Agreement. This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

21. Personal Inspections. Buyers represent that each of them, or if they are married, at least one of them, has made a personal on the lot inspection of the property prior to the signing of this agreement, and said Buyer and Buyers represent that they have received and read a copy of the recorded restrictions for Country Grove.

22. Special Conditions. Attached hereto and incorporated here are the following addendums:

- 1) Agency Addendum
- 2) Buyer Acknowledgement Addendum
- 3) House Bill 729 Addendum
- 4) Other: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Witness

Country Grove LLC Date

Witness

Buyer Date

Witness

Buyer Date

Addendum 1 to Country Grove Agreement of Sale

Agency Disclosure

As disclosed in the Consumer Information Statement of the Delaware Real Estate Commission, the parties confirm that the following agency relationships exist.

I. Indian River Land Company, Inc. Listing Broker

Seller's Agent Dual Agent

II. _____ Designated Listing Agent

Seller's Designated Agent Designated Dual Agent

III. _____ Selling Broker

Buyer's Agent Dual Agent Seller's Subagent

IV. _____ Designated Selling Agent

Buyer's Designated Agent Designated Dual Agent Seller's Subagent

V. _____ Broker and _____ Salesperson

Are common law agents in which case further agency disclosure is required.

Addendum 2 to Country Grove Agreement of Sale

NOTICE TO BUYER AND BUYER ACKNOWLEDGEMENT

Buyers: _____

Lot Number: _____

Notice to Buyer: Title to the lot will be transferred to Buyer under and subject to agreements, covenants and restrictions, and the Articles of Incorporation and By-Laws of the Country Grove Homeowners Association. Copies of these important documents have been supplied to you at or before the signing of this Agreement of Sale. They contain necessary provisions concerning the water and sewer system impact fees, usage costs and conditions. They also require you and other lot owners to pay fees to the Homeowners Owners Association and allow Country Grove Homeowners Association as well as Tidewater Utilities, the operator of the water and sewer systems, the right to place a lien or encumbrance on the property for default of all fees and assessments.

Buyer's Acknowledgement. The undersigned Buyer hereby acknowledges receipt of the Declaration of Covenants, Restrictions and Easements, Maintenance Agreement, Articles of Incorporation and By-laws of Country Grove Homeowners Association, and of the foregoing Notice to Buyer.

Witness

Country Grove LLC Date

Witness

Buyer Date

Witness

Buyer Date

Addendum 3 to Country Grove Agreement of Sale

HOUSE BILL NO. 729

This act would impose the realty transfer tax (at a rate of 1%) against amounts exceeding \$ 10,000 on the value of the cost of construction of improvements on property when the contract for construction is entered into within one year of the transfer of the underlying land. This tax would be required to be paid as a precondition of obtaining a building permit and any adjusted amount required prior to being issued a certificate of occupancy.

Witness

Country Grove LLC Date

Witness

Buyer Date

Witness

Buyer Date