



LAND PURCHASE AGREEMENT

DEFINITIONS

BROKER includes cooperating brokers and all sales persons. **DAYS** means calendar days, midnight to midnight, unless otherwise specified. **BUSINESS DAY** excludes Saturdays, Sundays and legal holidays. **DATE OF ACCEPTANCE** means the date Seller accepts the offer or the Buyer accepts the counter offer. **DELIVERED** means personally delivered, transmitted by facsimile machine, by a nationally recognized over- night courier, or by first class mail, postage prepaid. In the event of mailing, the document will be deemed delivered three (3) business days after deposit; in the event of overnight courier, one (1) business day after deposit; and if by facsimile, at time of transmission provided that a transmission report is generated and retained by the sender reflecting the accurate transmission of the document. Unless otherwise provided in this Agreement or by law, delivery to the agent will constitute delivery to the principal. **DATE OF CLOSING** means the date title is transferred. **TERMINATING THE AGREEMENT** means that both parties are relieved of their obligations and all deposits will be returned to Buyer. **PROPERTY** means the real property and any personal property included in the sale.

AGENCY RELATIONSHIP CONFIRMATION. The following agency relationship is hereby confirmed for this transaction and supersedes any prior agency election:

LISTING AGENT: _____ is the agent of (check one):

the Seller exclusively; or both the Buyer and the Seller.

SELLING AGENT: _____ (if not the same as the Listing Agent) is the agent of (check one):

the Buyer exclusively; or the Seller exclusively; or both the Buyer and the Seller.

_____ hereinafter designated as BUYER, offers to purchase the real property situated in _____, Guam consisting of approximately _____ sq. meters commonly known as _____, FOR THE PURCHASE PRICE OF \$ _____ (_____ dollars) on the following terms and conditions:

1. FINANCING TERMS.

A. \$ _____ DEPOSIT evidenced by check, or other: _____ held uncashed until acceptance and not later than **three (3) business days** thereafter deposited toward the purchase price with _____.

B. \$ _____ ADDITIONAL CASH DEPOSIT to be placed in escrow within _____ days after acceptance, upon removal of all conditions.

C. \$ _____ BALANCE OF CASH PAYMENT needed to close, not including closing costs.

D. \$ _____ BONDS OR ASSESSMENTS of record if assumed by buyer.

E. \$ _____ OTHER FINANCING TERMS: _____

H.\$ _____ TOTAL PURCHASE PRICE (not including closing costs).

2. EXAMINATION OF TITLE. In addition to any encumbrances assumed or taken "subject to", Seller will convey title to the property subject only to: [1] real estate taxes not yet due; and [2] covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property.

Within three (3) (or _____) days after acceptance, Buyer will order a Preliminary Title Report and copies of CC&Rs and other documents of record if applicable. **Within five (5) (or _____) days after receipt**, Buyer will report to Seller in writing any valid objections to title contained in such report (other than monetary liens to be paid upon close of escrow). If Buyer objects to any exceptions to the title, Seller will use due diligence to remove such exceptions at his or her own expense **before close of escrow**. If such exceptions cannot be removed before close of escrow, this Agreement will terminate, unless Buyer elects to purchase the property subject to such exceptions. If Seller concludes he or she is in good faith unable to remove such objections, Seller will notify Buyer **within ten (10) (or _____) days after receipt** of said objections. In that event Buyer may terminate this Agreement.

3. OPTIONAL CONDITIONS. Provisions 3-A through 3-E, if initialed below by Buyer, are included in this Agreement:

[_____] **A. SOIL TESTS.** Upon acceptance of this Agreement, Buyer will have the right to go on the property to conduct soil tests, including percolation tests, to ascertain whether the property is suitable for the improvements which Buyer proposes to make. All expenses of such tests will be borne by the Buyer, Seller. Buyer will be responsible for the repair and restoration of any damage to the property which may be caused by such tests. If in the reasonable opinion of the soils engineer, employed by Buyer, the property is not suitable for the proposed development, Buyer may terminate this Agreement. Buyer will approve or disapprove the results of the tests in writing **within _____ days of acceptance**.

[_____] **B. SURVEY.** Upon acceptance of this Agreement, the property will be surveyed by a licensed surveyor at the expense of the Buyer, Seller. The surveyor will set and flag all property lines, to be approved in writing by Buyer **prior to close of escrow**.

Buyer [_____] [_____] and Seller [_____] [_____] have read this page.

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Property Address: _____

- C. PRICE BASED ON AREA.** The purchase price is based upon \$ _____ per square meter, and will, will not be adjusted in accordance with the area set forth in the survey under Provision 3-B.
- D. WELL REPORT.** Upon acceptance of this Agreement, Buyer will obtain a well report from a licensed well drilling contractor at the expense of Buyer, Seller. Buyer will approve or disapprove the results of the tests in writing **within _____ days of acceptance.** In the event of disapproval, Buyer may terminate this Agreement.
- E. TAX DEFERRED EXCHANGE (INVESTMENT PROPERTY).** In the event Seller wishes to enter into a tax deferred exchange for the property, or Buyer wishes to enter into a tax deferred exchange with respect to property owned by him or her in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as maybe reasonably necessary to complete the exchange, provided that: (a) the other party will not be obligated to delay the closing; (b) all additional costs in connection with the exchange will be borne by the party requesting the exchange; (c) the other party will not be obligated to execute any note, contract, deed or other document providing for any personal liability which would survive the exchange; and (d) the other party will not take title to any property other than the property described in this Agreement. The other party will be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the exchange.

4. BONDS AND ASSESSMENTS. All bonds and assessments which are part of or paid with the property tax bill will be assumed by the Buyer. In the event there are other bonds or assessments which have an outstanding principal balance and are a lien upon the property, the current installment will be prorated between Buyer and Seller as of the date of closing. Future installments will be assumed by Buyer WITHOUT CREDIT toward the purchase price, EXCEPT AS FOLLOWS: _____

This Agreement is conditioned upon both parties verifying and approving in writing the amount of any bond or assessment to be assumed or paid **within ten (10) (or _____) days after receipt** of the preliminary title report or property tax bill, whichever is later. In the event of disapproval, the disapproving party may terminate this Agreement.

5. EVIDENCE OF TITLE will be in the form of a policy of Title Insurance, issued by _____ paid by _____.

6 VESTED TITLE. The manner of taking title may have significant legal and tax consequences. Buyer should obtain advice from his or her legal or tax counsel regarding this matter.

7. PROPERTY INVESTIGATIONS. This Agreement is contingent upon Buyer's independent investigation of the following conditions relating to the property.

- A. Zoning and land use designations and requirements.
- B. Availability of utilities and costs of development.
- C. Toxic contamination.

Buyer will approve or disapprove in writing all inspection reports **within fifteen (15) (or _____) days after acceptance.** In the event of Buyer's disapproval, Buyer may, within the time stated or mutually agreed upon extension, elect to terminate this Agreement.

8. DEFAULT - In the event Buyer defaults in the performance of this Agreement (unless Buyer and Seller have agreed to liquidated damages), Seller may, subject to any rights of the Broker, retain Buyer's deposit to the extent of damages sustained and may take such actions as he or she deems appropriate to collect such additional damages as may have been actually sustained. Buyer will have the right to take such action as he or she deems appropriate to recover such portion of the deposit as may be allowed by law. In the event that Buyer defaults (unless Buyer and Seller have agreed to liquidated damages) Buyer agrees to pay the Broker(s) any commission that would be payable by Seller in the absence of such default.

9. ATTORNEY FEES. in any action, arbitration, or other proceeding involving a dispute between Buyer and Seller arising out of the execution of this Agreement or the sale, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).

10 CLOSING. Full purchase price to be paid, deed to be recorded, and physical possession of property to be delivered **on or before** _____, or **within _____ days of acceptance.** Both parties will deposit with an authorized escrow holder, to be selected by Buyer, all funds and instruments necessary to complete the sale in accordance with the terms of this Agreement. Where customary, signed escrow instructions will be delivered to escrow holder **within _____ days of acceptance.** Escrow fee to be paid by _____ County/City Transfer Tax(es), if any, to be paid by _____. **THIS PURCHASE AGREEMENT TOGETHER WITH ANY ADDENDA WILL CONSTITUTE JOINT ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.**

11. SURVIVAL. The omission from escrow instructions of any provision in this Agreement will not waive the right of any party. All representations or warranties will survive the close of escrow.

12. EXPIRATION OF OFFER. This offer will expire unless acceptance is delivered to Buyer or to _____ (Buyer's Broker) on or before (date) _____, (time) _____ a.m., p.m..

13. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original.

14. TIME. Time is of the essence of this Agreement; provided, however, that if either party fails to comply with any contingency in this Agreement within the time limit specified, this Agreement will not terminate until the other party delivers written notice to the defaulting party requiring compliance **within 24 hours after receipt** of notice. If the party receiving the notice fails to comply **within the 24 hours**, the non-defaulting party may terminate this Agreement without further notice.

Buyer and Seller have read this page.

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15. CONDITIONS SATISFIED/WAIVED IN WRITING. Each condition or contingency, covenant, approval or disapproval will be satisfied according to its terms or waived by written notice delivered to the other party or his or her Broker.

16. ENTIRE AGREEMENT/ASSIGNMENT PROHIBITED. This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth. This Agreement may be modified only in writing signed and dated by both parties. Buyer may not assign any right under this agreement without the prior written consent of Seller. Any such assignment will be void and unenforceable.

17. ADDITIONAL TERMS AND CONDITIONS.

Both parties acknowledge that they have not relied on any statements of the real estate Agent or Broker which are not expressed in this Agreement.

LIMITATION OF AGENCY: A real estate broker or agent is qualified to advise on real estate. If you have any questions concerning the legal sufficiency, legal affect, insurance, or tax consequences of this document or the related transactions, consult with your attorney, accountant, or insurance broker.

The undersigned Buyer acknowledges that he or she has thoroughly read and approved each of the provisions of this offer and agrees to purchase the property for the price and on the terms and conditions specified. Buyer acknowledges receipt of a copy of this Offer.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

Address _____

ACCEPTANCE

Seller accepts the foregoing Offer and agrees to sell the property for the price and on the terms and conditions specified.

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between the Seller and Broker.

19. COMMISSION. Seller agrees to pay in cash the following real estate commission for services rendered, which commission Seller hereby irrevocably assigns to Broker(s) from escrow:

_____ % of the accepted price, or \$ _____, to the listing Broker: _____, and
_____ % of the accepted price, or \$ _____, to the selling Broker: _____

without regard to the agency relationship. Escrow instructions with respect to commissions may not be amended or revoked without the written consent of the Broker(s).

If Seller receives liquidated or other damages upon default by Buyer, Seller agrees to pay Broker(s) the lesser of the amount provided for above or one half of the damages after deducting any costs of collection, including reasonable attorney fees.

Commission will also be payable upon any default by Seller, or the mutual rescission by Buyer and Seller without the written consent of the Broker(s), which prevents completion of the purchase. This Agreement will not limit the rights of Broker and Seller provided for in any existing listing agreement.

In any action for commission the prevailing party will be entitled to reasonable attorney fees whether or not the action is brought to trial or final judgment.

Seller acknowledges receipt of a copy of this Agreement. Authorization is hereby given the Broker(s) in this transaction to deliver a signed copy to Buyer and to disclose the terms of purchase to members of a Multiple Listing Service, Board or Association of REALTORS® at close of escrow.

20. IF CHECKED ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER DATED _____

Seller _____
(Signature)

Seller _____
(Signature)

(Please Print Name)

(Please Print Name)

Date _____ Time _____

Date _____ Time _____

Address _____

Rev. by _____
Date _____

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