

LOT PURCHASE AGREEMENT

This Purchase Agreement made and entered into this ____ day of _____, 20__ by and between

_____ ("**Seller**") and

_____. ("Purchaser").

1. PROPERTY.

The following described property (parcel) upon the terms and conditions hereinafter set forth:

Lot _____ of _____ Subdivision, as described in the Public Records of _____ County, Ohio.

2. PURCHASE PRICE.

The purchase price for the Property is \$ _____ payable as follows:

- a. Initial Non-refundable Deposit. Due upon the signing of this Agreement.
To be applied to sale price if sale completed on or before the ____ day of _____, 20____. If
The sale is not completed by this date, the deposit amount will be forfeited to the seller, and will not
be considered as part of the purchase price at any subsequent closing unless specifically agreed to
By the seller.

\$ _____

- b. Balance Due at Closing.
By cash, cashier's check or certified check.

\$ _____

3. DATE AND PLACE OF CLOSING.

Closing shall take place on or before: _____ at _____.

4. EFFECTIVE DATE.

The effective date of this Agreement shall be established as the final date all parties have signed.

5. CONVEYANCE & TAXES

Seller shall convey title to the Property to Purchaser by general warranty deed. Taxes calculated as short proration method

6. ACKNOWLEDGMENTS BY PURCHASER.

Purchaser acknowledges that:

- (a) The Property will be sold in an "as is" and "where is" condition – onsite inspection shall be done by the buyer.
- (b) HOMEOWNERS ASSOCIATION – upon closing, the buyer agrees to pay \$_____ Homeowner Association fees for the current year of 20____.

(Name of Community)

- (c) COVENANTS, CONDITIONS, RESTRICTIONS, ARCHITECTURAL GUIDELINES – The buyer agrees to abide covenants, restrictions or architectural guidelines – a copy of which can be obtained from the Mercer County Recorder's Office.

7. EXPENSES.

Purchaser shall be responsible for the cost of recording the deed; title insurance (if acquired); cost of the survey (if any); Purchaser's attorneys' fees and costs; and if Purchaser obtains a mortgage, documentary stamps, intangible tax and recording costs of the mortgage and any other costs charged by Purchaser's lender in connection with obtaining the mortgage.

8. SELECTION OF DEVELOPER:

Development of this property may only be done by RCS Construction. This restriction applies to this sale and any future sales of the property prior to development. If the Purchaser resells this property prior to completion of development, then this restriction must be made a part of that sales agreement.

(Buyers Initials)

By signing below, buyer(s) and seller(s) agree to the above terms and conditions:

Seller: _____

Purchaser: _____
