

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this the _____ day of _____, _____, by and between POSSUM HOLLOW ENTERPRISES, LLC, A West Virginia Limited Liability Company hereinafter referred to as Seller, and _____, hereinafter referred to as Buyer.

WHEREAS, Seller is the owner of certain parcel of real estate known as Lot _____ of Saddlecreeke Plantation, situate, lying and being in Hannan Tax District, Mason County and Grant District, Cabell County, West Virginia, and more fully described as follows:

INSERT LEGAL DESCRIPTION: See Addendum and Parcel Map; to be attached by attorney.

WHEREAS, Buyer is desirous of acquiring the aforesaid real estate from the Seller under the terms and provisions of a real estate purchase contract; and

WHEREAS, the parties hereto are desirous of entering into a contract relative to the sale of real estate as more particularly described hereinafter.

NOW WHEREFORE, in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and the mutual premises and covenants contained herein, the parties hereto agree as follows:

1. The Seller does hereby agree to sell unto the Buyer all that certain parcel of real estate known as Lot _____, Saddlecreeke Plantation, situate, lying and being in Hannon Tax District, Mason County and Grant Tax District, Cabell County, West Virginia,

2. The parties hereto agree that the consideration for the sale contemplated hereunder shall be the sum of _____ Dollars (\$_____) payable by the Buyer unto the Seller in the following manner:

(a) The sum of _____ Dollars (\$_____), as earnest money due at the execution of this contract;

(b) The sum of _____ (\$_____), payable at the time of closing.

3. The parties hereto agree that the legal title in the subject real estate shall be reserved and retained by the Seller until such time as the aforementioned principal is fully and completely discharged and at such time as the Seller is relieved of any and all liability relative to said property. At such time as the terms of this agreement have been fully and completely complied

with by the Buyer, the Seller hereby agrees to execute an apt and proper deed conveying title to the subject real estate.

4. The Seller and Buyer hereby agree the real estate taxes shall be pro-rated between the said parties.

5. The buyer hereby agrees to abide by the Restrictive Covenants, Restrictions and Conditions for Saddle Creek Plantation of record in the Office of the Clerk of the County Commission of Cabell County in Deed Book ____ at page ____ and Mason County in Deed Book ____ at page ____ .

6. The buyer hereby understands and agrees that all mineral rights to the subject property will be retained by the Seller.

7. The buyer hereby understands and agrees that the transaction can not be closed until all permits are received from the Public Service Commission.

8. The Buyer acknowledges that he/she has the right to retain an attorney to assist him/her in the purchase of subject property; said services including title examination, document review, etc.

9. The Buyer acknowledges that he/she has the right to retain a surveyor to conduct a survey of the subject property to confirm the existence, location, and exact boundaries.

Agreed this _____ day of _____, _____. This agreement shall be null and void with _____ days of the execution of this agreement.

WITNESS the following signatures and seals:

POSSUM HOLLOW ENTERPRISES, LLC
Seller:

BY: _____

ITS: _____

BUYER: _____

BUYER: _____

