

SAMPLE AS OF 5/17/11
AGREEMENT OF SALE
Vacant Lots 2 through 8

This Agreement of Sale of Real Estate dated May 24, 2011 between William M. Shea, Power of Attorney for Thomas C. Shea, Sr., Trustee, N. J. Shea, Jr. Trust whose address is PO Box 401, Montchanin, DE 19710

("Seller") AND

Buyer's name: _____ ("Buyer")

Buyer's Social Security No. or Tax ID No.: _____

Buyer's address: _____

Buyer's telephone number: _____ Cell Phone: _____

Buyer's fax number: _____ Email Address: _____

The words Buyer and Seller jointly and severally includes all buyers and sellers listed above.

1. SALE AND PURCHASE. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase the property described in this Agreement.

2. PROPERTY. The property to be sold consists of (a) the land and all the buildings, improvements, and fixtures on the land, if any; and (b) all of Seller's rights and obligations relating to the land. Together, these are referred to as the "Property." The Property to be sold Lot ____ consisting of ____ acres situate in Upper Uwchlan Township, County of Chester, in the Commonwealth of Pennsylvania, Downingtown, Pennsylvania 19335, The acreage or dimensions which may be set forth in any legal description or on any tax map are not guaranteed by Seller.

3. PURCHASE PRICE.

High bid \$ _____
plus a 10% Buyer's Premium \$ _____
equals the Purchase Price of \$ _____
(the "Purchase Price").

4. PAYMENT OF PURCHASE PRICE. Buyer will pay the Purchase Price as follows:

Paid on account by guaranteed funds (bank cashier's check or certified check) \$ _____ \$10,000.00

Balance of fifteen percent (15%) total (the "Deposit") by personal check or cash \$ _____

Seller reserves the right to accept other forms of payment for the balance of the Deposit.

Total Deposit due at Auction \$ _____

At settlement, in cash or by certified or bank cashier's check \$ _____
or wire transfer of funds of Federal funds

The Deposit will be held by Traiman Corporation (“Traiman”) in a custodial escrow bank account until settlement. If settlement is completed in accordance with this Agreement, the principal amount of the Deposit and any interest earned on the Deposit will be credited to Buyer and paid to Seller. If there is a dispute between Buyer and Seller over who is entitled to the Deposit, Traiman will not be responsible to resolve that dispute and will not be liable to either Buyer or Seller for refusing to release the Deposit without an adequate written agreement between Buyer and Seller or a final order of a court of competent jurisdiction.

5. CASH TRANSACTION. The Buyer represents and warrants that Buyer presently has sufficient cash and assets to pay the Purchase Price in full. This Agreement is not contingent in any way upon Buyer obtaining a mortgage or any other type of financing to complete the purchase or selling any other property.

6. SELLER’S APPROVAL. Buyer acknowledges that under the terms and conditions of the auction sale at which said premises were offered at auction that among the conditions announced was that this Agreement is subject to the approval of Seller. Pending such approval Buyer shall be bound by this Agreement with the same force and effect as if no such approval were required. If this Agreement is not approved by Seller by 3:00 PM, Thursday, June 2, 2011, the deposit monies paid on account will be returned to Buyer, without interest, and this Agreement shall be deemed terminated, and shall become null and void, and Buyer shall have no further rights or claims of any kind against the Seller. Seller may approve this Agreement by signing this Agreement, and faxing the same to Buyer or depositing in the United States Mail, certified mail, and advising Buyer of such deposit by telephone.

7. TIME AND PLACE OF SETTLEMENT. The settlement will take place on or before forty-five (45) days from the date of signed acceptance by Seller. Final settlement will be held in PA Realty Abstract Company, 6 Dickinson Avenue, Chadds Ford Professional Center, Building 100, Suite 106, Routes 1 and 202, Chadds Ford, Pennsylvania 19317. Seller will give at least ten (10) days written notice of the date and time for settlement. The date of settlement is not extended by any other provisions of this Agreement and may only be extended by written agreement between Buyer and Seller. A violation of any restriction shall not be a reason for Buyer refusing to complete settlement as long as the title company insures the Buyer against actual loss at regular rates. At the time of settlement all moneys paid and the completed deed shall be held in escrow by Seller’s title company until the Seller can complete recordation of the development plan and the private road is sufficiently completed to allow use by the Buyer for access to Buyer’s Property. In the event Seller is unable to complete recordation of the development plan within ninety (90) days from the date of the fully executed Agreement of Sale then the time allowed for recordation shall be extended an additional ninety (90) days. If recordation of the development plan is not completed within the additional time then Seller must terminate this Agreement immediately and all moneys shall be returned to Buyer immediately in full with interest and there shall be no further liability upon either party to the other and the deed shall be cancelled null and void and of no further effect.

8. DATES/TIME IS OF THE ESSENCE. Seller and Buyer agree that all times and dates for performance of this Agreement are of the essence. This means that Seller and Buyer must perform what is required of them within the time limits set by this Agreement.

9. TRANSFER OF OWNERSHIP. At the settlement, Seller will transfer ownership of the Property to Buyer. Seller will give Buyer a properly executed deed (the "Deed"). A deed is a written document used to transfer ownership of property.

10. PREPARATION OF DOCUMENTS. CONVEYANCING EXPENSES. The Deed will be prepared, acknowledged and delivered by Seller, and recorded by and at the expense of Buyer. The deed must be presented by Seller to Buyer for examination and approval at least five (5) days prior to the date fixed for the settlement. Title insurance has been pre-ordered from PA Realty Abstract.

11. TRANSFER TAXES/FEES. Any and all real estate transfer taxes or fees imposed upon this sale will be borne by Buyer.

12. ADJUSTMENTS AT SETTLEMENT. At the time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller reimbursing where applicable: all real estate taxes and assessments for the current year (in no event will Seller be charged with or responsible for any increase in the real estate taxes after settlement); rents; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered; Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement.

13. COMPLETION OF ANNE'S WAY. On or before ninety (90) days after settlement, Seller is responsible to complete the developer's agreement and post the necessary funds with the Upper Uwchlan Township to ensure the installation and completion of the road and storm water system in accordance with the final subdivision plans approved by the Township.

14. ENVIRONMENTAL ISSUES. Buyer, at Buyer's expense, has the right to have the Property inspected for possible environmental hazards, if it deems the same necessary, by a reputable environmental investigation company. A copy of said company's report shall be submitted to Seller upon request and, unless Buyer completes Settlement, the contents of said report, and the fact that the report was prepared, shall not be released to any third party unless authorized in writing by the Seller. If the inspection reveals evidence of environmental hazards that Buyer desires to have said hazards remediated, Seller shall have thirty (30) days from the date of Seller's receipt of said report to notify Buyer whether Seller will effect the remediation, and upon what terms and conditions or decline to do so. If Seller declines, Buyer shall have ten (10) days thereafter to notify Seller whether Buyer will go to settlement without said remediation being effected (with no reduction of sale price), or declare this Agreement null and void, in which event all down money shall be returned to Buyer. If Seller agrees to remediate, then Buyer shall have ten (10) days to accept the terms and conditions of Seller's remediation proposal. Failing notification in writing to the contrary, Buyer shall be deemed to have accepted Seller's remediation proposal.

Buyer shall not conduct any testing permitted hereunder in a manner so as to cause damage, loss, cost, or expense to Seller or the Property, and Buyer will indemnify, protect, defend, and hold Seller and the Property harmless from and against any damage, loss, liability, cost, or expense, including, without limitation, Seller's reasonable counsel fees and costs of suit which are suffered as a result of Buyer's inspections or testing of the Property. The foregoing indemnity shall survive closing or the termination or cancellation of this Agreement. Without limiting the foregoing, if any inspection or test conducted by Buyer pursuant hereto damages the Property in any way, Buyer will restore the Property to the same condition as existed before the inspection or test. Prior to any testing, Buyer's contractors shall produce evidence of insurance satisfactory to Seller and shall name Seller as an additional insured on that policy.

15. DEFAULT. If Buyer fails to consummate the settlement as required by, and in compliance with the terms of this Agreement, Seller may either: (a) keep the Deposit as liquidated damages and not as a penalty (this means that Seller is conclusively presumed to have suffered damages in the amount of the Deposit and may keep the Deposit without proving those damages in court); or (b) apply the Deposit toward the Purchase Price and pursue any legal or equitable remedies available. In order to enforce the provisions of this Agreement against Buyer, Seller will not be required to formally offer (tender) to Buyer a deed to the Property if Buyer defaults in paying the balance of the Purchase Price. Buyer acknowledges that its waiver of any right it may have to prove that Seller has suffered actual damages in an amount less than the Deposit as set forth in clause 4 above is a material inducement to Seller entering into this Agreement with Buyer and that were it not for that waiver, Seller would not have entered into this Agreement with Buyer.

16. POSSESSION. Possession is to be delivered by Deed and physical possession to vacant land.

17. CONDITION AND INSURABILITY OF TITLE AND COSTS.

(a) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any, land use restrictions pursuant to property enrollment in a preferential tax program, if any; otherwise the title to the Property will be good and marketable and such as will be insured by a reputable Title Insurance Company.

(b) In the event Seller is unable to give good and marketable title and such as will be insured by a reputable Title Insurance Company, as aforesaid, Buyer will have the option of taking such title as Seller can give without changing the Purchase Price or of being repaid all monies paid by Buyer to Seller on account of the Purchase Price in which event this Agreement will become void.

(c) Buyer will pay for the following:

- (1) Title search, title insurance and/or mechanics lien insurance or fee for cancellation of same, if any;
- (2) Flood insurance, fire insurance with extended coverage, and cancellation fees, if any;
- (3) Buyer's customary settlement costs and charges.

(d) If Seller is unable to transfer title as required by this Agreement, Seller shall have an additional sixty (60) days from the date fixed for settlement to correct any defect in title. If at the end of the additional sixty (60) days Seller is still unable to transfer title in accordance with this Agreement, Buyer may cancel this Agreement. If Buyer cancels this Agreement, Seller shall instruct Traiman in writing to pay to Buyer the entire amount of the Deposit held by Traiman, this Agreement shall become void, and Seller shall not be liable for any other claim. In lieu of canceling this Agreement, Buyer may, however, accept such title as Seller can convey, without any reduction in the Purchase Price.

18. ZONING CLASSIFICATION. The Seller believes the subject real estate is zoned R-2 (Residential 2), but makes no representation or warranty that such is the case. The Buyer acknowledges that it shall obtain from the local Upper Uwchlan Township Zoning Administrator the specific zoning classification or category of the Property. The Seller and Traiman do not represent or warrant that the Property may be used for any specific purpose. Procurement by the Buyer of a specific type of zoning designation or use of the Property is not a condition of this Agreement of Sale. Seller does not represent or warrant that the Property may be used for any particular purpose.

19. RIGHT TO RE-OFFER DURNING AUCTION. Buyer acknowledges that under the terms and conditions of the Auction at which the Property is being offered for sale, among the conditions announced is that two Properties may be offered as single Property AND/OR possible combinations. Seller may, at Seller's discretion, accept the sale of the Property as individual parcels or as a combination or entirety. Upon approval by Seller of a sale of a Property or Properties, the unaccepted Agreement of Sale will be canceled, deemed null and void, and the deposits shall be returned to the unsuccessful bidder within a reasonable time. The successful Buyer shall continue to be bound by this Agreement of Sale.

20. ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging the property owners to pay for the improvement. All assessed charges against the Property for work completed before the date of this Agreement will be paid by Seller at or before the settlement. Seller shall not be liable for any work done or ordered done after the date of execution of this Agreement by any municipality, agency, or other public authority, or for any notice issued after the date of execution of this Agreement which directs any action to be done or not to be done on, in, or to the Property by any municipality, agency, or other public authority, and Buyer agrees to take title subject to any lien that may be recorded as a result thereof.

21. STATUS OF WATER. Seller represents that the Property is served by:

Public water; On-site water; Community water; None.

22. STATUS OF SEWER. Seller represents that Property is served by:

Public Sewer; Community Sewage Disposal System; Off-Property Sewage Disposal System; Individual On-Lot Sewage Disposal System; None.

23. PENNSYLVANIA SEWAGE FACILITIES ACT. THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE TO THE PROPERTY.

Before any person may install, construct, or request bid proposals for construction, or alter an individual sewage system or construct, or request bid proposals for construction, or install or occupy any building or structure for which an individual sewage system is to be installed, an appropriate permit must be first obtained pursuant to Section 7 of the Pennsylvania Sewage, Facilities Act, Title 35, Pennsylvania Statutes Annotated, Section 750.7. Buyer should contact the local agency charged with administering the Pennsylvania Sewage Facilities Act before signing this Agreement in order to determine the procedure and requirements for obtaining a permit for an individual sewage system if one has not already been obtained. The local agency charged with administering the Act will be the municipality where the Property is located or the municipality working cooperatively with others.

24. INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN GIVEN THE OPPORTUNITY TO AND HAS ADEQUATELY INSPECTED THE PROPERTY AND/OR HAS WAIVED THE OPPORTUNITY TO MAKE SUCH AN INSPECTION. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS ENTERED INTO THIS CONTRACT AS A RESULT OF THE INSPECTION MADE BY BUYER AND NOT AS A RESULT OF ANY ADVERTISEMENT, HANDBILL, OR ANY OTHER REPRESENTATION, OR WARRANTY, EITHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, MADE BY SELLER, ANY OF ITS EMPLOYEES, REPRESENTATIVES, AGENTS, OR THE LIKE, ANY SELLING AGENT OR BY TRAIMAN. BUYER FURTHER AGREES THAT NEITHER SELLER NOR TRAIMAN SHALL BE RESPONSIBLE FOR ANY ERRORS IN ANY ADVERTISEMENT, HANDBILLS, OR ANNOUNCEMENT MADE BY SELLER OR TRAIMAN, NOR FOR ANY AGREEMENT, CONDITION, OR REPRESENTATION, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION REGARDING THE VALUE OF ANY REAL ESTATE, OR ANY STIPULATION, ORAL OR WRITTEN, NOT CONTAINED IN THIS CONTRACT. BUYER HAS MADE AN INDEPENDENT DETERMINATION OF THE VALUE OF THE PROPERTY AND HAS NOT RELIED ON ANY INFORMATION FROM SELLER OR SELLER'S AGENT(S) REGARDING THE PROPERTY'S VALUE.

25. PHYSICAL CONDITION OF THE PROPERTY. 'AS IS' SALE. The Property is being sold "As Is, Where Is" and "with all faults and defects", and Buyer acknowledges that Seller has not made and Buyer has not relied upon any representation or warranty regarding the Property. Seller does not make any claims or promises whatsoever about the Property including, without limitation, the condition or value of the Property. Seller and Traiman makes no representations as to the presence or absence of any hazardous or toxic substances on the Property.

26. FARMLAND. Buyer acknowledges that the Property may have been used as farmland, and recognizes the possibility that agricultural herbicides, pesticides and fertilizers may have been used as part of the ongoing farming operations.

27. FLOOD AREAS. The federal and state governments have designated certain areas as flood areas. This Property is located in a flood area, the use of the property may be limited. Seller makes no representation as to whether or not the Property, or any portion thereof, is in a flood area.

28. HIGHWAY ACCESS. Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

29. REAL ESTATE RECOVERY FUND. If the Buyer is being represented by a licensed Pennsylvania real estate agent, Buyer is made aware that a Real Estate Recovery Fund has been established by the Commonwealth of Pennsylvania to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee as a result of fraud, misrepresentation, or deceit in a real estate transaction, if that person has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

30. PERFORMANCE OF DUTIES. Traiman is performing its duties under the rules and regulations set forth in the Auctioneer and Auction Licensing Act of the Commonwealth of Pennsylvania. For information call (717) 783-3397.

31. CONDEMNATION/TAKING OF THE PROPERTY BY EMINENT DOMAIN. If all or a material part of the Property is taken between the date of this Agreement and the date of settlement by the exercise of the power of condemnation/ eminent domain by any local, state, or federal body, Buyer may either: (a) terminate this Agreement and receive a refund of the Deposit; or (b) complete settlement at the full Purchase Price, in which case Buyer shall be entitled to an assignment of all rights to the condemnation/ eminent domain award or compensation.

32. RECORDING. Buyer shall not record this Agreement or any memorandum of this Agreement in any state, county, or municipal recording office. Any recording or attempt at recording will be deemed a breach of this Agreement and be null and void.

33. ASSIGNMENT. Buyer shall not assign this Agreement without the express prior written consent of Seller, which may not be unreasonably withheld by Seller. In the event that Seller consents to Buyer assigning its rights under this Agreement, any such consent shall in no way release Buyer or any person or entity claiming by, through, or under Buyer from any of its obligations under this Agreement.

34. ADVERTISING OF AUCTION. Buyer agrees that lot sizes, lot areas, lot plans, building descriptions, building locations, and equipment and contents of the buildings, shown or described in any circular or other advertisement of this sale may not be accurate. Buyer further agrees that Buyer is relying upon the description contained in or referred to in this Agreement, and upon his own inspection of the Property and not upon any other description or representation made by Seller or Seller's agents.

35. TRAIMAN AGENT ONLY. Traiman represents Seller and not Buyer, and Traiman's commission shall be paid by Seller in accordance with the Listing Agreement for the Sale of Real Estate between Seller and Traiman. Buyer warrants that Buyer has not dealt with any real estate agent, broker or salesperson other than Traiman, unless such person or entity previously registered with Traiman in accordance with Traiman's rules and regulations. Buyer covenants to indemnify, defend and hold Seller harmless from and against claims of any person or entity for a

real estate commission or other compensation arising out of Buyer's dealing with such other party.

36. ESCROWEE. It is understood and agreed that Traiman shall not be held liable by either Seller or Buyer for the performance or nonperformance of any provision of this Agreement, except to account for any Deposit paid to it. The obligation of this paragraph shall survive settlement.

37. CERTIFICATION OF NON-FOREIGN INTEREST. Seller is not a "foreign person" (as defined in Section 1445(f) of the United States Internal Revenue Code of 1954, as amended (the "Code") and Seller will, at the Closing, furnish an appropriate affidavit to such effect in order that no withholding of tax will be required pursuant to Section 1445 of the Code.

38. RISK OF LOSS. Seller shall bear the risk of loss from fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, or where the extent of damage is greater than ten (10%) percent of the purchase price and cannot be repaired within 60 days from the date of settlement, Buyer shall have the option of terminating this Agreement and promptly receiving all monies paid on account of the Purchase Price or accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the Property as of the time of execution of this Agreement.

39. NOTICES. Except as otherwise provided, all notices to be given by either party to the other shall be in writing and delivered personally or sent by Certified Return Receipt First Class United States Mail, postage paid, by recognized overnight delivery service providing positive tracking of items (for example, Federal Express) to the address first written above.

40. INTEGRATION. This Agreement, and the documents referred to or incorporated herein (if any), shall constitute a fully integrated agreement, which contains the whole agreement between Seller and Buyer.

41. BINDING EFFECT. This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

42. CAPTIONS. The captions preceding the text of the paragraphs or subparagraphs of this Agreement are inserted only for convenience of reference and shall not constitute a part of this Agreement, nor shall they in any way affect its meaning, construction or effect.

43. INTERPRETATION. This Agreement is to be construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

44. AMENDMENT. This Agreement cannot be changed or amended except by agreement in writing signed by both parties.

45. SEVERABILITY. If any provision of this Agreement shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Agreement shall be construed as if the invalid or unenforceable provision had never been a part of it.

46. MISCELLANEOUS.

(a) All of the representations and warranties contained in this Agreement, all covenants, agreements, and indemnities made herein, and all obligations to be performed under the provisions hereof shall survive settlement.

(b) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

(c) Formal tender of an executed deed and purchase money is hereby waived.

(d) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(e) This Agreement, including any exhibits and addendums attached hereto, contains the whole agreement as to the Property between Seller and Buyer, and there are no other terms, obligations, agreements, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever, concerning this sale and purchase. This Agreement shall not be altered, amended, changed, or modified except in writing executed by the parties hereto.

(f) This Agreement shall be construed in accordance with the laws of Pennsylvania.

(g) Both parties to this Agreement have participated fully and equally in the negotiation and preparation hereof, and therefore, this Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto.

47. 1031 EXCHANGE. Buyer and Seller acknowledge that either/or Buyer and Seller may desire to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, fee title in the Property which is the subject of this contract. Seller and Buyer expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k) 1(g)(4) on or before the closing date. Buyer and Seller agree to reasonably cooperate with each other to accomplish other's desire to qualify for a like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code. Such cooperation shall not be required of either Buyer or Seller if such cooperation delays the settlement date or causes either Buyer or Seller to assume any expenses that Buyer or Seller would not have to pay except for the assignment to the Qualified Intermediary or if such an assignment exposes either/or Buyer and Seller to liability that either/or Buyer and Seller would not have to assume except for the assignment to the Qualified Intermediary.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed, under seal, as of the day and year first above written.

SELLER:

By: _____
William M. Shea, Power of Attorney
for Thomas C. Shea, Sr., Trustee,
N. J. Shea, Jr. Trust

BUYER:

By: _____

By: _____