

**LOT PURCHASE AGREEMENT**

**EAGLES NEST DEVELOPMENT LLC**

**BUYER** \_\_\_ **SELLER** **X** THE EAGLES NEST DEVELOPMENT LLC, MANAGER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

THE LAW REQUIRES THAT THE PURCHASER AND SELLER RECEIVE AN AGENCY DISCLOSURE BROCHURE, ALONG WITH AN EXPLANATION OF THE AGENCY DISCLOSURE BROCHURE. THIS BROCHURE DEFINES THE RELATIONSHIP BETWEEN THE PARTIES. DRAKE DEVELOPMENT & REALTY CO., AND ITS AGENTS ALWAYS REPRESENT THE SELLER, EAGLES NEST DEVELOPMENT LLC. A FULL DISCLOSURE AND AN EXPLANATION OF THE RELATIONSHIPS ARE INCLUDED IN THE AGENCY DISCLOSURE BROCHURE. SHOULD THE PURCHASER HAVE ANY QUESTIONS ABOUT THIS BROCHURE OR THE AGENCY RELATIONSHIP, THEY SHOULD BE DIRECTED TO THE BROKER-IN-CHARGE OF THE PURCHASER’S AGENT, IF APPLICABLE, OR THE SOUTH CAROLINA REAL ESTATE COMMISSION OR AN ATTORNEY OF THEIR CHOICE. BY SIGNING BELOW YOU ARE ACKNOWLEDGING RECEIPT OF THE AGENCY DISCLOSURE BROCHURE, ALONG WITH AN EXPLANATION OF THE DIFFERENT TYPES OF AGENCY IN SOUTH CAROLINA.

1. Parties. This Agreement, effective as of the date of the last of Seller and Purchaser to sign this Agreement as shown on the signature page, is made between \_\_\_\_\_ (“Purchaser”), and EAGLES NEST DEVELOPMENT LLC (“Seller”).

The Purchaser’s contact information is as follows:

Phone #: \_\_\_\_\_  
Mobile Phone #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Deed to be in the following name: \_\_\_\_\_

2. Brokers. Seller’s listing agent is Drake Development and Realty Company . Purchaser represents and warrants that, except for the co-broker listed below (if any), Purchaser has not dealt with any broker or other party that could claim a sales commission other than Drake Development And Realty Company as listing agent.

Co-Broker (if any): \_\_\_\_\_

3. Lot. Purchaser agrees to buy and the Seller agrees to sell all that lot of land located in the community known as Eagles Nest on Woodthrush Road in the Town of Chapin in Lexington County, South Carolina, being described as follows:

Lot(s) \_\_\_\_\_ Chapin, SC 29036, in Eagles Nest Subdivision on the proposed Bonded Plat of Eagles Nest Phase \_\_\_\_\_ by Manis Design Management, Inc., on file in Seller’s offices. Purchaser acknowledges that Purchaser has made an on-site inspection of the Lot.

4. Price. The purchase price for the Lot is to be paid as follows:

Total Purchase Price	\$
Earnest Money (to be held by Drake Development and Realty Co.)	\$
Balance Due Upon Delivery of Deed	\$

Initials: \_\_\_\_\_ Buyer \_\_\_\_\_ Buyer  
Initials: \_\_\_\_\_ Seller \_\_\_\_\_ Seller

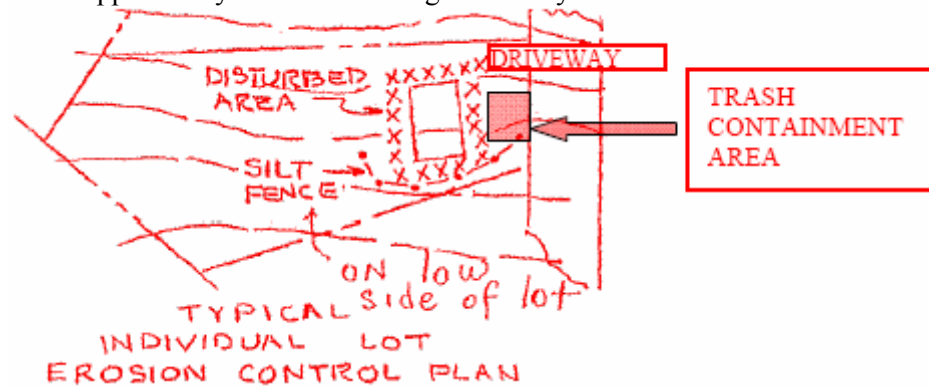
5. Closing. Purchaser agrees to close on the Lot within seven (7) days after notification by Seller, provided that the closing date shall not be later than \_\_\_\_\_, 20\_\_.
6. Financing/Closing Costs. Purchaser must provide Seller with evidence of Purchaser's ability to close. If Purchaser does not intend to obtain financing, Purchaser must provide Seller, at the time of execution of this Agreement, a financial statement showing financial ability to close without financing. If Purchaser intends to obtain financing, Purchaser must provide written evidence to Seller that Purchaser has submitted a loan application within three (3) business days after execution of this Agreement and must provide evidence of loan approval within ten (10) days after execution of this Agreement. Purchaser will be solely responsible for obtaining said financing. If Purchaser does not seek financing or obtain loan approval, or if the financial information provided to Seller is not acceptable to Seller, then Seller, but not Purchaser, shall have the right to terminate this Agreement in which case any Earnest Money will be refunded to Purchaser. If a loan is obtained by Purchaser, all closing costs and prepaid items will be paid by Purchaser. Conveyance of the Property. At closing, Seller shall convey to Purchaser marketable title to the Lot in fee simple by general warranty deed, free from encumbrances except the Permitted Title Matters. An owner's title commitment issued by an ALTA title insurance company shall constitute evidence of marketable title.
7. Closing Expenses. Seller shall be responsible for paying the transfer tax on the deed and for deed preparation. Purchaser shall be responsible for Purchaser's attorneys' fees, recording fees, title insurance and loan closing costs (if applicable). Property taxes shall be prorated. Purchaser shall pay a prorated homeowner's assessment at Closing. Purchaser shall be entitled to select the Purchaser's closing attorney and title insurance agent.
8. Title Exceptions, Association Covenants and Restrictions. The Property shall be conveyed free from monetary liens and encumbrances and subject to the following (the "Permitted Title Matters"): (a) the lien of Lexington County and the Town of Chapin property taxes for the current year not yet due and payable; (b) easements along each property line reserved for storm drainage, water, electricity and/or other utility purposes as deemed desirable by Seller as set forth in the Covenants (defined below); (c) other miscellaneous easements that do not adversely affect the use of the Property; and (d) the general easements, equitable restrictions, limitations on use and affirmative obligations to pay charges contained in the recorded Declaration of Covenants, Conditions and Restrictions for Eagles Nest, as amended, as well as the declaration of supplemental covenants, restrictions and easements to be recorded by Seller prior to Closing (collectively, the "Covenants"). Purchaser acknowledges that the Covenants will contain single family residential restrictions, building restrictions, architectural review provisions, and provisions for assessments to cover expenses of the homeowners association, which may include expenses relating to recreational amenities, entrance areas and other common areas. Purchaser agrees to obtain title insurance at Purchaser's expense at the Closing. Purchaser's execution of the Closing documents shall constitute Purchaser's approval of all matters shown in the title insurance commitment.
9. Completion Dates/Developer Obligations. Seller will record a bonded plat of Eagles Nest that includes the Lot prior to Closing. Purchaser acknowledges that Seller intends to close the sale to Purchaser based on a bonded plat. If not completed before the Closing, Seller agrees to complete asphalt roads directly adjacent to the Lot in accordance with the bonded plat, to cause corner monuments to be installed at the corners of the Lot and to cause completion to the Purchaser's lot line of a central water system and electric service line within one hundred eighty (180) days after Purchaser closes on the Lot.
10. **Condition of the Property**. **Seller is selling and Purchaser is purchasing the Property in an "as is" condition, and Seller has not made any commitments or accepted any obligations for further work on the Property or in the neighborhood of the Property other than the completion of bonded improvements. Purchaser acknowledges that Seller has not made any pledges, covenants or commitments in regard to the development of Eagles Nest which has induced the purchase of the Property except as stated and shown in this Agreement.**
11. Phases. The Seller, its successors and assigns or any persons owning adjoining property may, at their sole discretion, phase the development of the community into more than one phase or in separate projects, with no guarantee to Purchaser that subsequent phases will be developed.

Initials: \_\_\_\_\_ Buyer      \_\_\_\_\_ Buyer  
 Initials: \_\_\_\_\_ Seller      \_\_\_\_\_ Seller

12. Surface Water and Trash Containment. Purchaser agrees to comply with all guidelines promulgated by South Carolina Department of Health and Environmental Control (DHEC), Lexington County and The Eagles Nest Architectural Review Authority ("ARA") that pertain to surface water runoff and trash containment. Any fines assessed will be paid by Purchaser. The parties stipulate as follows with respect to the runoff of silt from the Lot:

- (a) Any failure by Purchaser to restrain said runoff of silt is likely to violate the laws and regulations administered by DHEC and Lexington County and the aforementioned guidelines.
- (b) Proper remedial action must be timely taken in the event of such a runoff.
- (c) Time is of the essence in the event of such a runoff.
- (d) Eagles Nest Development LLC is authorized to take necessary remedial action if Purchaser does not do so immediately.
- (e) Purchaser will promptly reimburse Eagles Nest Development LLC for its costs, including, but not limited to, liquidated damages of Ten Dollars (\$10) per foot for the replacement of any silt fencing.

The diagram below shows the DHEC requirements for the proper placement of silt fencing and the type and placement of the #57 stone or size approved by DHEC or Lexington County:



- i. VEHICULAR ACCESS TO LOTS DURING HOUSE CONSTRUCTION SHALL BE BY DRIVEWAY ONLY.
- ii. HOMEBUILDERS TO PROVIDE TEMPORARY 10 FEET X 40 FEET X 4 INCH THICK USING #57 STONE OR SIZE APPROVED BY DHEC OR LEXINGTON COUNTY IN THE DRIVEWAY AREA.

13. Storm Water Pollution Prevention Plan. The purchasers of Lots in Eagles Nest subdivision located in Lexington County, South Carolina, accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) that has been issued to Seller as required by the general National Pollutant Discharge Elimination System (NPDES), permit number SC10E858 Further, by acceptance of the deed to the Lot, the Purchaser understands that it is becoming a co-permittee to the Permits with the Seller and other contractors that may have become co-permittees to the Permits. As a co-permittee, Purchaser understands that it is legally accountable to DHEC, under the authority of the CWA and the South Carolina Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. Purchaser also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. Purchaser shall not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

14. Water Tap Fee. The water tap fee is currently \$\_\_\_\_\_. The water tap fee  is  is not included in the Purchase Price of the Lot. This fee is subject to change by provider. The tap fee does not include the fee for the required backflow preventer and deposit.

Initials: \_\_\_\_\_ Buyer      \_\_\_\_\_ Buyer  
 Initials: \_\_\_\_\_ Seller      \_\_\_\_\_ Seller

15. Sewer Tap Fee. The sewer tap fee is currently \$\_\_\_\_\_. The sewer tap fee  is  is not included in the Purchase Price of the Lot. This fee is subject to change by the provider. The tap fee does not include any deposit.

16. Purchaser's Acknowledgement. Purchaser has read this entire Agreement and understands all provisions hereof. Purchaser has received a CD containing the Covenants and a copy of the Architectural Review Board Guidelines, as well as the amendments to covenants for Eagles Nest and understands the terms thereof.

17. Homeowner's Association. Purchaser understands that the Lot is subject to an association fee, which is currently \$\_\_\_\_\_ per year. Association dues are to be paid on the Lot even if no house is built on the Lot.

18. Approval of Subdivision Phase. This Agreement is subject to the approval and bonding of the applicable to Eagles Nest subdivision by the Town of Chapin and Lexington County on or before closing.

19. Severability. Should any provision of this Agreement become void or unenforceable at law or in equity, the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby.

20. Assignment. Any assignment of this Agreement by Purchaser without Seller's written consent shall be null and void.

21. Entire Agreement. This Agreement supersedes any and all prior understanding and agreements between the parties and constitutes the sole and entire agreement of the parties. No oral statements or representations whatsoever shall be considered a part hereof. This Agreement is entered into after full investigation by both parties, neither party relying upon any statement or representation not embodied in this Agreement made by the other.

22. Modification. This Agreement cannot be altered, changed or amended, except in writing signed by the party to be charged.

23. Land Disturbance Permit. Buyer agrees to execute the LEXINGTON COUNTY LAND DISTURBANCE PERMIT TRANSFER OF OWNERSHIP APPLICATION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EAGLES NEST DEVELOPMENT LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_ Date \_\_\_\_\_, 20

\_\_\_\_\_, 20  
Purchaser(s): \_\_\_\_\_ Date

\_\_\_\_\_, 20  
Purchaser(s): \_\_\_\_\_ Date

**ADDENDUM TO LOT PURCHASE AGREEMENT**

This Addendum to Lot Purchase Agreement (the "Addendum") is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (the "Purchaser") and is attached and made a part of that certain Lot Purchase Agreement (the "Agreement") between Purchaser and Eagles Nest Development LLC (the "Seller") dated \_\_\_\_\_, 20\_\_.

WHEREAS, Seller has agreed to transfer ownership of the property described in the Agreement (the "Property") to Purchaser pursuant to the terms of the Agreement; and

WHEREAS, Purchaser desires to acquire ownership of the Property for the purpose of building residential homes on the Property ; and

WHEREAS, Purchaser is willing to execute this Addendum as a condition of said transfer of ownership of the Property.

NOW THEREFORE, upon acceptance of the deed to the Property from Seller, Purchaser agrees as follows:

I certify by my signature below that I accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES permit number SC10E858 in EAGLES NEST subdivision Chapin SC 29036 issued to the owner/operator of the construction activity for which I have been contracted to perform construction related professional services. Further, by my signature below, I understand that I am becoming a co-permittee with the owner / operator and other contractors that have become co-permittees to the general NPDES permit issued to the owner/operator of the facility for which I have been contracted to perform professional construction services. As a co-permittee, I understand that I, and my company, as the case may be, are legally accountable to the SC Department of Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act to ensure compliance with the terms and conditions of the SWPPP. I also understand that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. Therefore, having understood the above information, I am signing this certification and am receiving co-permittee status to the aforementioned general NPDES permit.

We are Responsible for:

Lots: \_\_\_\_\_, Chapin, SC 29036, Eagles Nest Subdivision.

1. Purchaser accepts the terms and conditions of the Storm Water Pollution Prevention Plan ("SWPPP") issued to Seller as required by National Pollutant Discharge Elimination System (NPDES) permit number SC10E858 (the "Permit").
2. Purchaser will become a co-permittee of the Permits along with Seller and any other contractors that may have become co-permittees.
3. As a co-permittee, Purchaser is legally accountable to the South Carolina Department of Health and Environmental Control ("DHEC") under the authorities of the CWA and the South Carolina Pollution Control Act to ensure compliance with the terms and conditions of the SWPPP.
4. Purchaser acknowledges that DHEC may institute enforcement actions against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met.
5. Purchaser will not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

Purchaser has executed this Addendum on the date first above written.

\_\_\_\_\_, 20\_\_  
Purchaser(s): Date

\_\_\_\_\_, 20\_\_  
Purchaser(s): Date

ADDENDUM TO LOT PURCHASE AGREEMENT

This Addendum to Lot Purchase Agreement (the "Addendum") is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (the "Purchaser") and is attached and made a part of that certain Lot Purchase Agreement (the "Agreement") between Purchaser and EAGLES NEST DEVELOPMENT LLC (the "Seller") dated \_\_\_\_\_, 20\_\_.

WHEREAS, Seller has agreed to transfer ownership of the property described in the Agreement (the "Property") to Purchaser pursuant to the terms of the Agreement; and

WHEREAS, Purchaser is willing to execute this Addendum as a condition of said transfer of ownership of the Property.

NOW THEREFORE, upon acceptance of the deed to the Property from Seller, Purchaser agrees as follows:

1. Purchaser will comply with the storm water pollution prevention requirements (the "Requirements") of Lexington County and of South Carolina Department of Health and Environmental Control ("DHEC") and will be legally accountable to both Lexington County and DHEC under the authorities of the CWA and the South Carolina Pollution Control Act to ensure compliance with the Requirements.
2. Purchaser acknowledges that Lexington County and DHEC may institute enforcement actions against Purchaser as new owner of the Property and Purchaser's contractor if the Requirements are not met.
3. Purchaser acknowledges that it has the responsibility of obtaining any permits that may be required by Lexington County and DHEC with respect to the Requirements.
4. Purchaser will relieve Seller and its agents from any further liability under National Pollutant Discharge Elimination System (NPDES) permit number SC10E858 as these permit pertain to the Property.
5. This addendum applies to Lot(s) \_\_\_\_\_, Chapin, SC 29036, Eagles Nest Subdivision.

Purchaser has executed this Addendum on the date first above written.

\_\_\_\_\_, 20\_\_  
Purchaser(s): Date

\_\_\_\_\_, 20\_\_  
Purchaser(s): Date



LAND DISTURBANCE PERMIT  
TRANSFER OF OWNERSHIP APPLICATION  
County of Lexington Public Works Stormwater Division

A. Name of Activity: BUILDING A HOUSE

B. Land Disturbance Permit Number: TOWN OF CHAPIN 12202006

C. NPDES Permit Coverage Numbers: SC10E858

D. New Applicant Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address (optional): \_\_\_\_\_

E. Property Info:  Check Box is same as above  
Address: \_\_\_\_\_ Eagles Nest Subdivision City: Chapin, State: SC Zip: 29036  
Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_  
Tax Map Number(s): \_\_\_\_\_

F. Original Applicant Name: EAGLES NEST DEVELOPMENT LLC  
Address: 3710 Landmark Drive Suite 114 City: Columbia, State: SC Zip: 29204  
Phone: 803-799-5515 / 803-345-8012 Mobile: 803-600-8655 Fax: 803-345-8012  
Email Address (optional): billy@drakedevelopment.com

G. Transfer Information: Transfer Date: \_\_\_\_\_  
a. Is the entire permit being transferred to a new Permit Holder?  Yes  No  
b. Is this a subdivision where only a lot or a group of lots are being transferred?  Yes  No  
c. If Yes to Item G. b, list the lot, or group of lots being transferred.  
Lot(s) CHAPIN SC 29036 Eagles Nest Subdivision

H. Other Information:  
a. If there are no modifications being made to the plans, include five (5) sets of plans (or six (6) sets of plans if in a municipality) with signed Designer and Applicant's certification statements.  
b. If this is a subdivision where a lot or group of lots is being transferred, include a plat sheet with the lot or group of lots that are being transferred clearly outlined.

Original Applicant's Certification  
"I hereby relinquish the responsibility and ownership of the Land Disturbance Permit listed in Item B above. I realize that the land disturbance responsibility for the lots listed in Item G now belong to the new applicant.

**Eagles Nest Development LLC** \_\_\_\_\_  
Applicant's Printed Name Applicant's Signature Date

NEW APPLICANT'S CERTIFICATION  
"I hereby certify that all land disturbance, construction, and/or development will be done pursuant to this plan and I am responsible for the land disturbance and related maintenance thereof. Lexington County authorities will be allowed to enter the project site for the purpose of on-site inspections. I realize that I am now responsible for all of the land disturbing activities that take place as listed in Item G and will follow the approved plans."

\_\_\_\_\_  
Applicant's Printed Name Applicant's Signature Date