

## CONTRACT OF SALE

**AGREEMENT** made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **VILLAGE OF HAMILTON**, a municipal corporation organized and existing under the laws of the State of New York with a principal office located at 3 Broad Street, Hamilton, New York 13346 (hereinafter "Seller") and \_\_\_\_\_  
\_\_\_\_\_  
(hereinafter "Purchaser").

### WITNESSETH:

1. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereafter contained, the property consisting of \_\_\_\_\_ ± acres located at \_\_\_\_\_ in the Village of Hamilton, Madison County, New York, being portions of Lot's No. 2 & 3 of the Village of Hamilton Airpark, and being also identified as being a portion of Town of Madison Tax Parcel No. \_\_\_\_\_, which property is more specifically described and/or depicted in Schedule "A" attached hereto and made a part hereof (hereinafter the "Premises").

2. This sale includes all right, title and interest of Seller in and to any, easements and other rights and privileges appurtenant to the Premises. Seller shall execute and deliver to Purchaser, on the closing of title (hereinafter the "Closing"), instruments for the conveyance of such title and appurtenant rights.

3. The Premises are sold subject to the following permitted title exceptions (the "Permitted Exceptions"):

- (a) any exceptions consented to by Purchaser in writing;
- (b) a reversion clause in the deed of conveyance providing for cancellation of this sale and reversion of title to the Seller in the event construction of the proposed use as a \_\_\_\_\_ +/- square foot \_\_\_\_\_ in accordance with a site plan approved by the Village of Hamilton Planning Board is not commenced within one (1) year of the Closing Date;
- (c) a restrictive covenant limiting the use of the Premises to the Purchaser's intended use as a \_\_\_\_\_, and such other use(s) as may be specifically consented to by Seller;
- (d) charges for road and/or utility extensions to serve the Premises in accordance with current policies and rates;
- (e) such taxes for the current year as are not yet due and payable on the Closing Date (as hereinafter defined).
- (f) all matters of record as of the date hereof provided such matters do

not prevent or interfere with the property's intended use as a \_\_\_\_\_  
\_\_\_\_\_.

4. Purchaser shall pay to Seller for the Premises the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars.  
Purchaser shall pay the purchase price as follows:

(a) a deposit of Five Thousand and 00/100 (\$5,000.00) Dollars upon the execution and delivery of this Agreement, by Purchaser's check subject to collection payable to the order of the Village of Hamilton to be held by Seller in a trust and agency account, receipt of which is hereby acknowledged (said sum, hereinafter referred to as the "Down Payment").

(b) the balance, \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in cash, bank draft or certified check, payable to the order of the Seller, to be paid at Closing.

5. (a) Notwithstanding any provisions herein to the contrary, Purchaser shall have the right to terminate this Agreement upon written notice delivered to the Seller on or prior to one hundred twenty (120) days from the date of full execution by both parties to this agreement (the "Due Diligence Expiration Date"), if Purchaser for any reason, in Purchaser's sole discretion, is not satisfied with the results of its due diligence investigation or assessment of the Premises. Upon the giving of such notice (the "Due Diligence Termination Notice") by Purchaser, and provided such notice is given prior to the expiration of seventy-five (75) days from the date of full execution of this agreement, Seller shall promptly return or cause to be returned to Purchaser the Down Payment, and upon such return, this Agreement shall terminate and neither party hereto shall have any further rights or obligations hereunder. If such notice is given between seventy-five (75) and one hundred twenty (120) days from the date of full execution of this agreement, then Twenty Five Hundred and 00/100 (\$2,500.00) Dollars of Purchaser's deposit shall become non-refundable and forfeited unconditionally to Seller, and the balance of the deposit shall be returned to Purchaser promptly and upon such return, this Agreement shall terminate and neither party hereto shall have any further rights or obligations hereunder. Upon the expiration of one hundred twenty (120) days from full execution of this Agreement, Purchaser's entire deposit shall become non-refundable and forfeited unconditionally to Seller, subject only, however, to other terms and conditions of this Agreement which provide for a return of Purchaser's deposit under certain conditions.

(b) During the period prior to the Due Diligence Expiration Date, Purchaser and its designees shall be given reasonable access to the Premises from time to time for any tests or inspections required by the terms of this Agreement or otherwise desired by Purchaser. Purchaser and/or its designee shall also have the right of inspection of the Premises within forty-eight (48) hours prior to Closing. Such rights shall be exercised by Purchaser at its own risk and Purchaser shall defend and indemnify Seller with regard to all claims and liabilities arising from such access. Such defense and indemnification obligations shall survive the Closing or the termination of

this Agreement. Purchaser shall return the Premises to substantially the same condition as immediately prior to such access if the Premises are disturbed by same.

(c) Prior to engaging in any investigation, test or other activity which would disturb the land upon the Premises, Buyer shall procure and keep in effect comprehensive general liability insurance, including contractual liability, with minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence for bodily injury or death, and Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence for property damage. Such insurance shall name Seller as an additional insured, shall specifically include the liability assumed hereunder by Buyer and shall provide that it is primary insurance and not excess over or contributory with any other valid, existing and applicable insurance in force for or on behalf of Seller and shall provide that Seller shall receive thirty (30) days' notice from the insurer prior to any cancellation or change of coverage. Buyer shall deliver policies of the insurance required pursuant to this Section 5 (b) or certificates thereof to Seller prior to entering upon the Premises, along with a list of all firm(s) and/or individuals to be upon the Premises engaging in any land disturbing activity.

(d) Following the Due Diligence Expiration Date, provided that Purchaser shall not have given the Due Diligence Expiration Notice as set forth above, Purchaser shall have two (2) additional months (the "Approval Period") to complete the process to obtain all governmental, zoning and administrative approvals (the "Approvals") necessary for the development of the Premises and design as a \_\_\_\_\_ square foot \_\_\_\_\_. In the event that Purchaser shall have been unable to obtain the Approvals during the Approval Period, Purchaser may elect upon written notice to the Seller, to extend the Approval Period for up to two (2) months provided that Purchaser shall be diligently attempting to obtain the Approvals (the "Extended Approval Period"). Notwithstanding any provision herein to the contrary, in the event that Purchaser has made a diligent and good faith effort to obtain the Approvals, but shall be unable to obtain final Approvals during the Approval Period or the Extended Approval Period, as the case may be, Purchaser shall have the absolute right to terminate this Agreement upon written notice delivered to the Seller, whereupon Seller shall promptly return, or cause to be returned to the Purchaser, the Down Payment, and upon such return this Agreement shall terminate and neither party to this Agreement shall have any further rights or obligations hereunder. In the event Purchaser shall fail to give notice to Seller of Purchaser's inability to obtain the Approvals within the Approval period or the Extended Approval Period, as the case may be, the contingency set forth in this paragraph 5(d) shall be deemed waived by Purchaser.

(e) Seller agrees to cooperate with Purchaser in obtaining the Approvals from all applicable governmental agencies at Purchaser's expense and not to take any actions, obstruct, delay or participate in any activity that would have a negative effect on any applications for the Approvals with any applicable governmental authority.

6. Should Purchaser be unable to successfully conclude the transaction contemplated herein for reasons other than Seller's non-cooperation or other failure of Seller to comply with the terms and conditions of this Agreement, Purchaser shall deliver to Seller, at Purchaser's cost and expense, copies of all surveys, applications,

engineering reports and studies, and other documents prepared by or on behalf of Purchaser or used or relied upon by Purchaser during the due diligence and approval process.

7. If, at the Closing, the Premises are subject to any mortgage, or lien, other than that subject to which Purchaser has by this Agreement contracted to take title, the existence thereof shall not constitute a Title Objection (as defined in paragraph 11) provided that such mortgage(s) or lien(s) are paid by Seller and instruments of satisfaction or discharge thereof are delivered as is the customary conveyancing practice in Madison County and will be recorded at Seller's expense.

8. (a) The Closing shall take place on a date selected by Purchaser and agreed to by Seller, which shall be not later than thirty (30) days after removal of any contingencies contained herein and receipt of final Approvals, at the office of Seller's attorney or at such other time and/or location as shall be mutually acceptable to Seller and Purchaser (the "Closing Date"). Notwithstanding the foregoing, if approval is obtained and an appeal is taken of any approval, so long as Purchaser is diligently prosecuting such appeal this Agreement shall remain in full force and effect and the closing shall occur within thirty (30) days after the appeal is finally decided in Purchaser's favor. If Purchaser loses the appeal or if the appeal is still pending six (6) months after the expiration of the "Extended Approval Period", then either party may terminate this Agreement. The Purchaser's deposit shall be refunded and the rights and obligations of both parties shall terminate.

(b) At the Closing Seller shall deliver a current instrument survey of the Premises, certified to Purchaser and Purchaser's title company, if any, an executed and acknowledged Warranty Deed with Lien Covenant in statutory form for recording, along with executed Forms TP-584 and RP-5217, copies of current tax receipts and any such other documents as may reasonably be required by Purchaser's counsel and/or title company. Such deed shall be sufficient to convey the fee simple title to the Premises free and clear of all title encumbrances, except as provided in this Agreement. All transfer taxes and recording fees which become due as a result of the conveyance of the Premises to Purchaser and the recording of the Deed shall be paid by Purchaser at its sole cost and expense.

9. Charges for real estate taxes, as well as all other items usually adjusted, shall be apportioned on a per diem basis as of 11:59 p.m. of the day immediately preceding the Closing Date, all adjustments to be made on the basis of thirty (30) days in a month and in accordance with the custom of the local Bar Association. If the closing shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Any errors or omissions or estimations in computing apportionments at the Closing shall be corrected as soon as practicable thereafter. This provision shall survive the Closing.

10. (a) A matter which: (i) renders title to the Premises unmarketable, (ii) Purchaser's title insurer (the "Title Insurer") refuses to insure, without additional

premium, (iii) is not included in paragraph 7 hereof, is hereinafter referred to as a "Title Objection". Seller agrees to convey the Premises free of any "Title Objections".

(b) Upon acceptance of this Agreement, Seller shall provide Purchaser with a copy of Seller's deed. Purchaser shall have fifteen (15) days from the receipt of a signed copy of this contract to have a title search initiated and it shall be concluded prior to the expiration of the due diligence period. If any matters shown thereon constitute Title Objections, Seller shall be given a reasonable opportunity to cure each such Title Objection(s).

(c) Seller's and Purchaser's obligations herein are subject to receipt of all FAA and other required governmental approvals for the conveyance to Purchaser and the use intended for the property of Purchaser. Seller agrees to diligently attempt in good faith to satisfy such contingencies within a closing date required by Purchaser herein. In the event Seller is unable to satisfy such contingencies, then Purchaser's deposit shall be returned and upon such return this Agreement shall terminate and neither party shall have any further rights or obligations hereunder.

11. Purchaser and Seller each represent and warrant to the other that such party (a) has not dealt with any real estate broker in the negotiations or consummation of this transaction other than \_\_\_\_\_ (the "Broker(s)") and (b) does not know of any broker not identified herein who has claimed or may have the rights to claim a commission in connection with this transaction, other than the Broker(s). Purchaser and Seller each hereby agree to indemnify and hold the other harmless and free from any and all liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising out of a breach of its respective warranties contained in this paragraph. This provision shall survive the Closing or if the Closing does not occur, the termination of this Agreement.

12. (a) In the event Purchaser fails to pay the balance of the purchase price or to complete the purchase as herein provided for any reason other than Seller's non-cooperation or other failure of Seller to comply with the terms and conditions of this Agreement, Seller shall have the unqualified right to retain the Down Payment paid hereunder as liquidated damages for Seller's loss and damages for the breach of this Contract by Purchaser provided, however, that Seller may take such action as it deems appropriate to collect such additional damages as may have been actually sustained. The above statement of rights and remedies shall not preclude Seller from the exercise of any other rights and remedies available under the laws of the State of New York. In the event legal action is instituted by Seller to enforce the terms of this Agreement, the Seller shall be entitled to recover from the Purchaser the amount of Seller's reasonable attorney's fees and court costs incurred in any such action or proceeding.

(b) In the event that on the Closing Date, Seller shall be unable to perform its obligations or to satisfy any condition applicable to Seller hereunder in accordance with the provisions of this Agreement or title to the Premises shall not be in accordance with this Agreement, this Agreement shall be terminated and Seller shall return the Down Payment to Purchaser, and upon such return of the Down Payment this

Agreement shall be terminated and neither party shall have any further rights or obligations hereunder.

13. Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed given only if in writing, (i) mailed via certified or registered mail, return receipt requested, in a postage prepaid wrapper, (ii) or deposited with an overnight delivery service properly addressed and postage prepaid or (iii) telecopy or other facsimile transmissions followed with hard copy sent by certified or registered mail, return receipt requested, or overnight delivery service as follows:

To Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Purchaser's Attorney:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Seller:

Mayor, Village of Hamilton  
3 Broad Street  
Hamilton, New York 13346

To Seller's Attorney:

Mitchell Goris & Stokes, LLC  
Attn: James T. Stokes, Esq.  
P.O. Box 312  
Cazenovia, New York 13035

All notices shall be effective upon (a) the third business day after the delivery of any such notice by the U.S. Post Office, (b) the first business day following shipment by overnight delivery service or (c) on the day of transmissions if sent by telecopy or other facsimile provided that the hard copy was sent by prepaid overnight delivery service, certified or registered mail no later than the next business day after such transmission.

14. As a material inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereunder, Purchaser hereby represents, warrants, and covenants with Seller as follows:

(i) Purchaser is a corporation/limited liability company duly organized, validly existing, and in good standing under the laws of the State of \_\_\_\_\_. Purchaser has all requisite power to own, lease and operate its properties and to carry on its business as now conducted. Purchaser is duly qualified and authorized to conduct business in the State of New York.

(ii) Purchaser has full power and authority (including full corporate power and authority, if applicable) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligations of Purchaser, enforceable in accordance with its terms and conditions.

(iii) Purchaser has the financial resources necessary to consummate the transactions contemplated under this Agreement and upon closing fully intends to, and has the financial resources necessary to proceed with the development of the Premises for use as a \_\_\_\_\_ in substantial accordance with the Purchaser's Intended Use Disclosure Statement attached hereto and made a part hereof as Schedule B, and the concept site plan attached hereto and made a part hereof as Schedule C, subject to such details and/or modifications as may be required by the Village of Hamilton Planning Board.

(iv) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby and thereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which Purchaser is subject or any provision of its Articles of Organization or By-laws, or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Purchaser is a party or by which it is bound or to which any of its assets is subject. Purchaser does not need to give any notice to, make any filing with, or obtain any government approval or any other authorization, consent or approval of any third party in order for the Parties to consummate the transactions contemplated by this Agreement.

(v) In entering into this Agreement, Purchaser has not been induced by and has not relied upon any representations, warranties or statements made by any employee or other representative of Seller, or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this Agreement, whether or not any such representations, warranties or statements were made in writing or orally.

15. Seller hereby represents, warrants and covenants with Purchaser as follows:

- (i) Seller is a governmental entity;
- (ii) Seller has full power and right to enter into and perform its obligations under this Agreement and the other agreements contemplated herein to be executed and performed by it, including, without being limited to, conveying the Premises as herein provided;
- (iii) Seller is not in the hands of a receiver nor is an application of a receiver pending, nor has Seller made an assignment for the benefit of creditors, nor has Seller filed or had filed against it, any petition in bankruptcy, nor is Seller insolvent;

- (iv) As of the date hereof, there is no pending condemnation and Seller has not received notice of any threatened condemnation of all or any part of the Premises; at the Closing Date (a) there is no pending condemnation and (b) Seller has not received notice of any threatened condemnation of all or any part of the Premises;
- (v) On the date hereof and on the Closing Date, Seller has fee simple title to the Premises subject only to the Permitted Exceptions and the provisions of this Agreement;
- (vi) Seller has not received any notice from any governmental body having jurisdiction over the Premises as to any violation of any building, fire, environmental, health or other governmental law, rule, regulation or ordinance caused by Seller affecting the Premises, or any notice from any insurance company or inspection or rating bureau setting forth any requirements as a condition to the continuation of any insurance coverage on or with respect to the Premises;
- (vii) Seller is a non-foreign person within the meaning of Section 1445 of the United States Internal Revenue Code, as amended (the "Code");
- (viii) Seller has not generated, stored or disposed of any hazardous waste on the Premises and Seller has no knowledge of any underground storage tanks nor any previous or present generation, storage, disposal or existence of any hazardous waste on the Premises. Seller has not received any notice from any federal, state, county, municipal or other governmental department, agency or authority concerning, nor does Seller have any knowledge of the existence of any petroleum product or other hazardous disposal of solid waste. The term "hazardous waste" shall mean "hazardous waste", "toxic substances" or other similar or related terms as defined or used in the following statutes and regulations adopted thereunder: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et. seq.), (ii) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et. seq.) or (iii) the Resource Conservation and Recovery Act, as amended, (42 U.S.C. Section 6921 et. seq.) or such other statutes, regulations, rules or amendments passed in substitution therefore or in addition thereto.
- (ix) There are no written or oral leases or tenancies in effect with respect to all or any portion of the Premises;

- (x) Seller is not now a party to any litigation affecting the Premises or any part thereof, and Seller knows of no litigation and has not received notice of litigation about to be commenced affecting the Premises as of the date hereof. Seller shall give Purchaser prompt notice of the institution of any such litigation prior to the Closing.
- (xi) As of the Closing Date, the Premises have been subdivided in accordance with Village of Hamilton requirements and exist as a conforming lot of record.

16. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

17. This Agreement (a) shall be governed by and construed in accordance with the laws of the State of New York and (b) shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto.

18. This document is not an offer by Seller, and under no circumstances shall this Agreement have any binding effect upon the Purchaser or Seller unless and until Purchaser and Seller shall each have executed the same and delivered executed counterparts hereof to each other.

19. If any provision of this Agreement is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

21. The warranties, representations, agreements and undertakings contained herein shall not be deemed to have been made for the benefit of any person or entity other than the parties hereto.

22. No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other further right nor shall any single or partial exercise of any right preclude other or further exercise thereof of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

23 Except as may be otherwise specifically provided in this Agreement, no representations, covenants or other obligations of Seller set forth in this Agreement shall survive the closing, and no action based thereon shall be commenced after the closing. The delivery of the deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except such obligations of Seller which may be expressly stated herein to survive the closing.

24. This Agreement is binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns. Purchaser may not assign this Agreement, without Seller's prior written consent.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year above written.

SELLER:  
VILLAGE OF HAMILTON,

PURCHASER:  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF NEW YORK     )  
COUNTY OF MADISON    ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, personally appeared, \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
COUNTY OF \_\_\_\_\_) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, personally appeared, \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

SCHEDULE B

HAMILTON AIRPARK

PURCHASER'S INTENDED USE DISCLOSURE STATEMENT

By submitting a purchaser offer for property within the Village of Hamilton Airpark, the undersigned acknowledges that all purchase offers will be evaluated by the Village of Hamilton Airport Commission and Board of Trustees to determine whether the development proposed by the potential purchaser is consistent with the Village's economic development goals and business enterprise preferences for the Airpark, and also whether the development as proposed is likely to be completed within a reasonable amount of time. No offers to purchase Airpark property for speculative future uses will be considered. The general categories of preferred business enterprises for the Hamilton Airpark are as follows:

- **“High technology” based enterprises** which might include professional services, light manufacturing of sub-components for use by area manufacturers, software development, communications-based businesses (a growth segment), computer networking and file servers, etc.
- Small, **non-high tech light manufacturing** businesses.
- **Medical support** enterprises ... those which provide essential material and services to area Medical facilities.
- **Professional office spaces** for insurance companies, lawyers, engineers, consultants, dentists & periodontists, physicians and environmental engineers.
- **Agriculture support** businesses.
- **Aviation support** businesses, including but not limited to aircraft avionics sales, installation and repair, aircraft parts suppliers, aircraft painting (with due caution concerning environmental issues), etc.

All businesses located at the Airpark must have minimal or no environmental impact issues, especially considering the proximity of the Airpark to lakes, ponds, and waterways in and around the Village of Hamilton.

The Purchaser makes the following representations to the Village of Hamilton as the Purchaser's intended use of the property which is the subject of this purchase offer. These representations are based upon the Purchaser's actual knowledge and business plans at the time of Purchaser's execution of this statement. Purchaser acknowledges that the decision of the Village of Hamilton as to whether to accept this purchase offer will be based in part upon the information provided herein by Purchaser.

1. Property to be occupied by: \_\_\_\_\_ Purchaser  
\_\_\_\_\_ Tenant/Other

If other than Purchaser, intended tenant is:

\_\_\_\_\_

2. Describe nature of business to be conducted upon the property:

\_\_\_\_\_

---

Anticipated number of employees on site \_\_\_\_\_  
Anticipated growth of business \_\_\_\_\_  
Anticipated relief from local government taxes, special assessments or utility expenses \_\_\_\_\_

3. Minimum lot size requirement: \_\_\_\_\_

4. Intended building:

Total floor area \_\_\_\_\_  
Maximum height \_\_\_\_\_  
Type of construction \_\_\_\_\_  
Parking area size \_\_\_\_\_  
Outdoor yard or storage areas \_\_\_\_\_

5. Utility requirements:

Electric load demands \_\_\_\_\_  
Peak potable water demands \_\_\_\_\_  
Wastewater discharge demands \_\_\_\_\_

6. Plan for financing purchase and construction:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser represents and warrants that the information provided in this Statement is accurate and complete to the best of Purchaser's knowledge as of the date signed by Purchaser.

PURCHASER

\_\_\_\_\_

\_\_\_\_\_

Date

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

Its: \_\_\_\_\_