

SALE CONTRACT

March 15, 1978

Hillsboro, Missouri

The undersigned FOGELSONG BUILDERS, INC., hereinafter called "purchaser" tenders herewith the sum of One Hundred Dollars (\$100.00) as earnest deposit and as part of the cash consideration for the purchase of certain real property situate in the County of Jefferson State of Missouri, known generally as follows:

That part of the Herculaneum Properties, Inc. tract acquired from the Bonnacker Estate to be known and recorded as Westchester Oaks Subdivision, a residential subdivision consisting of one hundred fifty (150) lots together with the roads, easements, common areas, etc. (legal description from the title and survey to be furnished by seller to govern final deed).

which property is this day agreed to be purchased by purchaser subject to the approval of seller on or before noon of March 30, 1978 and not otherwise, (and if not so approved, earnest deposit shall be returned to purchaser) for the total sale price of Two Hundred Twenty-five Thousand Dollars (\$225,000.00) on the following terms:

Earnest deposit made pursuant hereto \$100.00 and cash to be paid on closing date of sale as hereinafter fixed (subject to adjustments as herein provided) \$224,900.00.

This sale is contingent upon the availability to purchaser of construction financing to cover the costs of the real estate herein agreed to be purchased as well as Five Hundred Twenty-five Thousand Dollars (\$525,000.00) in development costs, being a commitment of financing Seven Hundred Fifty Thousand Dollars (\$750,000.00) in total, said commitment to be obtained on or before April 3, 1978.

In the event that purchaser is unable to obtain the aforesaid commitment for financing the purchase and development of the subdivision herein, purchaser shall, be given the exclusive option to purchase improved lots for the building of homes in the subdivision at the rate and price of Five Thousand Five Hundred Dollars (\$5,500.00) per lot which lots will be improved by seller installing concrete streets, sanitary sewers and water. Purchaser will be responsible for making the connections to utilities and paying water, sewer and electric connection fees. Purchaser will give full assistance in acquiring electric and telephone service.

*Applicant*  
Exhibit No. 7  
Date 2/18/78 Case No. SA-78-240  
Reporter Johnson

It is understood that upon the closing of the purchase of each lot, the sum of Five Thousand Five Hundred Dollars (\$5,500.00) will be paid by the purchaser when 136 lots have been closed by purchaser and paid for at the rate of Five Thousand Five Hundred Dollars (\$5,500.00), Two Thousand Dollars (\$2,000.00) will remain to be paid on the 137th lot at which time the balance of the lots will be conveyed if all interest herein required is paid to the purchaser having been paid for as hereinabove set forth.

Purchaser's option to remain as the exclusive purchaser and developer of the residences upon the lots in this subdivision will continue for a maximum period of four (4) years from date hereof with the understanding that purchaser must close on at least thirty (30) lots within the first year from date hereof and forty (40) lots on each of the successive years to continue this option in force and effect otherwise it shall be null and void. It is understood that after the first year, each subsequent lot purchased under this option will be increased in price by an amount calculated to cover the interest on the remaining portion of the Seven Hundred Fifty Thousand Dollars (\$750,000.00) total price not paid calculated with an interest rate of ten percent (10%) simple interest per annum for the actual period of time that the money is not paid divided by the number of lots remaining unsold at each time.

It is understood that should this purchase be closed on or before April 3, 1978, as herein provided, that in addition to the purchase price of Two Hundred Twenty-five Thousand Dollars (\$225,000.00), the purchaser will be obligated to pay sellers actual engineering costs incurred in preparing the land for development from and after the expenses incurred in preparing the plat for recording and actually recording the plat. Purchaser understands that development plans are being completed and concurs in same and agrees that should the purchase be made of the raw tract of ground as herein

contemplated, those additional costs, primarily engineering, will be added to the purchase price or will be paid directly by purchaser at closing to the engineer.

It is the intention of this agreement to permit purchaser to acquire the entire raw tract of ground if it is able to obtain financing as herein provided or in the alternative, if individual house financing is arranged for the development of residences for sale in said subdivision then purchaser if he elects before May 1st, 1978, and pays in cash Sixteen Thousand Five Hundred Dollars (\$16,500.00) for three (3) lots, shall have the exclusive right to build in this subdivision and conduct the sale of homes in said subdivision so long as it performs by actually closing the purchase of the minimum number of lots each year as set out herein. It is intended that in the purchase of lots, for a period of one (1) year the lot price shall be Five Thousand Five Hundred Dollars (\$5,500.00) per lot or a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for the subdivision and that there will be no interest calculation for that period up to February 1, 1979, but that after that date any portion of the total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) which is not paid by the close of lots by purchaser herein, shall result in an increased lot price to cover the cost of money at the rate of Ten percent (10%) per annum.

It is further intended and understood between the parties and a part of this agreement that the lots will be developed by the seller, provided that this option to purchase lots is the purchase method finally employed by purchaser, so that at least forty-five (45) lots will be developed within the summer of 1978 at such a rate to keep ahead of purchaser's ability to finance construction of homes and the sale thereof and that thereafter at such time as eighty percent (80%) of the developed lots are committed for sale and under contract, that construction will immediately commence on additional lots so that at all times there will be no fewer than fifteen (15) developed lots ready to be sold to purchaser in addition to the lots which purchaser has

under contract for the building of residences.

It is understood that the real estate taxes on the raw ground will be assessed as undeveloped property until the lots are sold and with that knowledge, and assumption, the seller shall be responsible for all real estate taxes through the year of sale and until the lots are separately sold and assessed. In the event of sale of the entire subdivision as herein provided, taxes shall be pro-rated to the date of closing.

It is understood that any sales commission to any real estate broker or agent that might be due or payable as a result of this contract shall be the responsibility of seller.

It is understood and agreed further that sellers will be providing in one way or another a sewer treatment facility to accomodate the sewage from this subdivision. The cost of sewer lines within the subdivision is included in the sale price per lot if the purchaser elects the option to purchase lots individually and purchaser shall be required to make the actual connection and to pay no more than Six Hundred Fifty Dollars (\$650.00) for tap on fee to these sewer lines. If purchaser buys the entire tract and develops the sewer lines, seller warrants and represents and assures to purchaser that a treatment facility will be available to accept the sewer discharge and that the cost of tap on fee for each house will not exceed Six Hundred Fifty Dollars (\$650.00).

Title shall be marketable in fact and seller shall furnish to purchaser a warranty deed. In the event that purchaser purchases individual lots as herein provided, seller warrants that title to each lot to be marketable in fact, but the purchaser will order individual title insurance policies in the name of the ultimate purchaser or in its own name at purchasers option and purchaser shall be obligated to pay the cost of title insurance policy or to provide that the cost of said title insurance policy be borne by the ultimate purchaser at the purchaser's option herein.

If the entire tract is purchased as herein contemplated, sellers herein warrant that the property is suitable for a residential subdivision and that there are no easements, rights-of-ways or restrictions on the use of the land that would prohibit the same being developed as a residential subdivision.

The principal sale under this contract shall be closed under the usual sale conditions and closing practices established in Jefferson County, Missouri, which said closing practices are made a part of this contract by reference as fully and effectively as if they were incorporated herein, at the office of Thurman, Nixon, Smith, Howald, Weber & Bowles, Hillsboro, Missouri, on May 1, 1978, or on such prior date as the parties hereto may agree. Title will pass when the sale is closed, time is of the essence of this contract. Possession of the property to be delivered to purchaser at the time of transfer of title.

In the event of purchaser's election of the option to purchase the individual lots as herein provided, the closing date of each lot shall be fixed by purchaser and arranged at a title company with offices in Hillsboro, Missouri, at the election of purchaser. Sellers shall be given at least three(3) days notice of the closing date of any particular lot.

This contract shall not be recorded but it shall bind the heirs, legal representatives, successors and assigns of the parties hereto.

FOGELSONG BUILDERS, INC.

By: Richard Fogelson  
President  
Purchaser

Accepted and approved this 31<sup>st</sup> day of March, 1978.

HERCULANEUM PROPERTIES, INC.

By: [Signature]  
Authorized Officer  
Seller