

TERMS OF LISTING AND SALE ADDENDUM

ATTACHMENT 1

1. Any agreement for the sale of the property must be on the standard real estate purchase agreement of Client or its designated Affiliated Entity. If a purchaser desires to use any other form, the purchaser must obtain the consent of Client or its designated Affiliated Entity (“**Owner**”), and any offer to purchase made by purchaser will be subject to an addendum from Owner.
2. Owner will convey the property without warranty, except that as of the date of closing the transaction, the title of the property is free from encumbrances made or suffered to be made by Owner or by anyone claiming by, through, or under Owner, and none other, subject to: (a) the permitted exceptions, (b) any state of facts that an accurate and complete ALTA/ASCM survey, or equivalent, or physical inspection of the property might disclose, (c) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (d) reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.
3. The Grantor specifically reserves, excepts and retains Mineral Rights. For purposes of this instrument, “**Mineral Rights**” include, whether on, in or under the premises, all of the following—minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance.
4. Any purchaser of the property will be required to purchase the property subject to the terms and conditions of any and all leases or rental agreements existing on the property.
5. The Seller and Buyer agree that the following language shall appear in the deed of conveyance:
Provided, however, that this conveyance is made and accepted on each of the following conditions and restrictions (the “Conditions”): 1. Grantee, their successors and assigns shall not manufacture, keep for sale, sell on the subject property any alcoholic beverages or intoxicating liquors. 2. Grantee, its successors and assigns shall not operate a place of public entertainment or amusement (as defined by local statutes) on the subject property. 3. Grantee, its successors and assigns shall not permit on the subject property a nuisance or offensive activity which is an annoyance or a nuisance to a church or private dwelling located nearby.
The foregoing Conditions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the property conveyed herein (the “Subject Parcel”), or any part thereof. In the event that Grantee or any of Grantee’s heirs, successors or assigns sells or transfers the Subject Parcel, Grantee shall cause the Conditions to be included in the deed to the grantee in that transaction.
In the event of breach of any of the Conditions, Grantor shall have the right to obtain an injunction enforcing the Conditions and shall be entitled to reasonable attorneys’ fees and costs from Grantee incurred in the enforcement thereof.
A breach of any of the Conditions, or injunctive relief obtained by Grantor by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Subject Parcel or any part thereof, but the Conditions shall be binding upon, and effective against, any owner whose title to the Subject Parcel or any part thereof, is acquired by foreclosure, trustee’s sale or otherwise.
All and each of the Conditions shall in all respects terminate, expire and end and be of no further effect either legal or equitable and shall not be enforceable if: (1) Grantee or Grantee’s heirs, successors or assigns, demolish all of Grantor’s buildings on the Subject Parcel; or (2) A period of 50 years expires from the date of the recording of this conveyance.

6. ALL PROPERTY SOLD BY OWNER WILL BE SOLD "AS-IS" "WHERE IS" AND "WITH ALL FAULTS" AND WILL BE SOLD WITHOUT REPRESENTATION OR WARRANTY AS TO FREEDOM FROM ENCUMBRANCES OR LIENS EXCEPT FOR THE WARRANTIES MADE IN PARAGRAPH 3 ABOVE. CONSULTANT AND/OR AFFILIATED BROKER WILL PROVIDE PURCHASER WITH A REASONABLE OPPORTUNITY TO INSPECT THE PROPERTY, AND PURCHASER WILL BE REQUIRED TO RELY SOLELY UPON ITS OWN INSPECTION OR REVIEW. AS A CONDITION OF SALE, THE PURCHASER WILL BE REQUIRED TO RELEASE AND INDEMNIFY OWNER FROM CLAIMS ARISING FROM THE CONDITION OF THE PROPERTY, EXCLUDING CLAIMS FOR PERSONAL INJURY ARISING BEFORE THE CLOSING DATE CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF OWNER, CLAIMS ARISING OUT OF CONTRACTUAL OBLIGATIONS TO THIRD PARTIES UNDERTAKEN BY OWNER PRIOR TO CLOSING THE TRANSACTION, AND FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT OF OWNER.