

**MODULAR HOME PURCHASE & CONSTRUCTION AGREEMENT**

This Modular Home Purchase & Construction Agreement (hereinafter the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Little River Box Co, (the "Seller") and Barbara Ferguson (the "Buyer").

IN CONSIDERATION of the mutual agreements herein contained, and for the Purchase Price to be paid by the Buyer to the Seller as set forth below, the parties hereto agree as follows:

1. The Home. Seller agrees to sell and erect the home (hereinafter the "Home") and the Buyer agrees to buy the Home from Seller, in accordance with the provisions of this Agreement. The Home is a modular home constructed by AFFINITY BUILDING SYSTEMS LLC (the "Manufacturer"), together with certain improvements ("Specification of Affinity Home & Home Construction") as described on Schedule A attached hereto to be implemented by Seller.

The parties acknowledge and agree that the Purchase Price is being funded by a loan (the "Loan") originated by the Hallandale Beach Community Redevelopment Agency (the "HBCRA") in conjunction with its Replacement Home Loan Program (the "Program") administered by the HBCRA subject to the terms and conditions of certain agreements between the Buyer and HBCRA evidencing and securing the Loan including a Loan Agreement, Promissory Note and Mortgage as well as certain other loan documents (collectively, the "Loan Documents"). Payment of the Purchase Price is contingent upon the Loan Documents' terms regarding disbursement of the Loan, only. The HBCRA is a third party beneficiary of this Agreement and shall have the same rights and remedies of the Buyer to enforce this Agreement against the Seller as well as any rights of consent; it being acknowledged and agreed by Seller that the provision of the Loan by the HBCRA creates sufficient consideration for such third beneficiary rights including rights of enforcement and consent.

2. Construction. There are two phases, the "Home Construction" phase (*See* Schedule A), quoted here, and the "Additional Work & Improvements" phase (*See* Schedule B), to be quoted after plans permitting. (*See* Addendum A) Seller agrees to deliver and erect the Home and to construct such Additional Improvements as are described on Schedule A (hereinafter the "Construction") upon the property belonging to the Buyer located at 620 N.W. 4th Avenue, Hallandale Beach, Florida 33009 (hereinafter the "Property").

The Construction and Additional Work & Improvements shall include all work necessary and appropriate to erect the Home on the Property and provide the Home to the Buyer on a "turn-key" basis including, but not limited to, preparation of all plans and specifications and obtaining all development approvals and permits necessary for the Construction and Additional Work & Improvements, all site work necessary to prepare the Property for the installation of the Home, utility connections and landscaping. It is agreed that the plans and specifications are to be followed as closely as reasonably possible, but Seller reserves the right to vary from the plans and specifications where necessary to comply with the intention of the Seller and the Buyer, including when necessary to comply with scheduling, availability of material, mechanical installations, building codes and any unique features of the Property. Minor changes are to be expected due to site conditions and availability of certain materials. Some minor imperfections in material and workmanship are part of homebuilding and are to be expected.

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Any material deviation from the original specifications attached as Schedule A must be agreed to by both parties. Those changes resulting in additional cost or a longer work timeline must be accompanied by a Change Order. Buyer shall be responsible for any additional costs or schedule delays resulting from a Change Order.

Buyer represents and agrees that the Property is under its ownership and control. Buyer represents that the Property is accessible for the Construction, and will thereafter insure the Seller's regular and free access to the Property in order to complete the Construction in a timely manner. Seller's obligation under this Agreement is conditioned upon the Seller being able to obtain the necessary building permits from the appropriate governmental agencies. Seller shall use good faith and diligent efforts to obtain the building permits and all other approvals and consents necessary for the Construction (hereinafter the "Development Approvals"). The date of the completed building permit shall be the first day of the Construction Period. The date of issuance of the Certificate of Occupancy shall be the completion of the Construction Period. The Seller shall commence the Construction within a reasonable and mutually convenient time after receipt of the Development Approvals and thereafter diligently proceed to prosecute and complete the Construction and receive a certificate of occupancy for the Home within (130) days following commencement of Construction (hereinafter "Final Completion Date"). Seller agrees to make all diligent and reasonable efforts to obtain the Development Approvals upon execution of this Agreement and to complete the Construction after receipt of the Development Approvals. Buyer and HBCRA agree to cooperate and participate in making arrangements to complete Construction in a timely and diligent manner.

The Seller agrees to diligently pursue the Construction after the execution of this Agreement but shall not be responsible for any delays to the Construction resulting from inclement weather, inability to access the site, Development Delays caused by the applicable local government/agency or Buyer, and any acts or omissions of the Buyer including, but not limited to, Change Orders and decorating decisions, work stoppages, delays in receipt of materials, and acts of God. Notwithstanding anything herein to the contrary, an extension of time shall be the Seller's, Buyer's, and HBCRA's sole remedy in the event of a delay as set forth above. Seller, Buyer, and HBCRA hereby waive any claims for delay damages.

Execution of this Agreement shall constitute acceptance by the Seller of existing site conditions after inspection of the demolished, cleared & graded site by the Seller as a part of the requirements for the Construction.

Seller has specifically examined the existing conditions at the Property and affirms that it is fit to receive the Construction, subject to all necessary architecture and permitting approvals.

Seller shall maintain the plans and specifications at the Property marked up to record all changes and modifications to the Construction. These as-built plans and specifications shall provide as much accuracy as possible, and submission of same to Owner shall be a condition precedent to Final Payment.

The Seller shall be solely responsible for all Construction under this Agreement including, but not limited to, the techniques, sequences, procedures, and means, and for coordination of all Construction. Seller shall supervise and direct the Construction to the best of its ability. Seller hereby

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represents and warrants to the Buyer that it possesses (a) the skills necessary to perform the Construction as required by this Agreement and (b) employs/contracts with a qualifying agent that possesses all necessary licenses required by law to perform the Construction as a general Seller including, but not limited to, a General Contractor's License issued by the State of Florida, as well as any licenses required by Broward County and the City of Hallandale Beach. The Seller's Representative shall be Andrew Kelly who shall not be changed without notification to the Buyer.

The Seller shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the Construction herein including, but not limited to, the Florida Building Code.

Unless otherwise specifically noted, the Seller shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Construction.

The Seller shall pay when due all consumer, use, and other similar taxes required by law and shall secure all permits, licenses necessary for the execution of the Work. The Buyer shall pay permit costs and any sales tax due.

The Seller may substitute general or specified construction materials of like quality without the written consent of the Buyer in each instance. Seller shall make no modifications to dimensions, within normal construction tolerances or standard building practices, without consent from the Buyer in each instance.

3. Purchase Price/Financing. Provided that the Seller complies with its obligations set forth in this Agreement, Buyer agrees to pay the Purchase Price set forth on Schedule C. Buyer has closed on the Loan. The proposed terms and schedule for payment of the Purchase Price are set forth on Schedule C. Payment by the Buyer of the Purchase Price for the Work performed shall be deemed full compensation to the Seller for the performance of this Agreement. The price for the Construction phase is fixed. The price for the Additional Work & Improvements phase is contingent upon the specifications and work outlined in the approved building plans & permit documents. HBCRA guarantees payment to Seller from the Loan proceeds for the labor, equipment, and services provided to and accepted by Buyer under this Agreement.

4. Settlement and Possession. Buyer agrees to pay the balance of the Purchase Price within fourteen (14) days after (a) written notification from Seller to Buyer that the Construction has been completed in accordance with this Agreement (b) all documents required for final payment have been provided by Seller to Buyer including all documents required by Chapter 713, Florida Statutes. Buyer understands and agrees that the full balance of the Purchase Price, including all Change Orders must be paid in full before the Buyer has the right to occupy the Home or take possession of any of the Additional Improvements.

5. Builder's Risk Insurance. Seller shall purchase and maintain Builders Risk Insurance coverage on the Home on a "Completed Values" basis, while the Home is in the process of construction. "Completed Values" shall mean the full value of the Home as of the date that all construction is

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completed, but excluding the cost of the land. Seller shall assume the obligation and cost of restoring, rebuilding and repairing the Home. In the event the Home is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate this Agreement.

Seller shall also purchase and maintain (a) Worker's Compensation insurance coverage in accordance with Florida statutory requirements (b) Commercial General Liability insurance coverage with limits of no less than \$200,000 per occurrence and \$300,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement and (c) Business Auto Liability including hired and non-owned auto coverage with minimum limits of \$1,000,000 combined single limit.

Certificates of insurance from insurers licensed in the State of Florida shall be delivered to the Buyer and HBCRA prior to commencement of the Construction. The certificates shall (a) name the Buyer and HBCRA as additional insureds and loss payees and (b) contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Buyer and HBCRA. Failure of the Seller, via the qualifying agent, to obtain and maintain required insurance shall be grounds for termination of the Agreement. Seller shall require that its subcontractors provide insurance coverages in commercially reasonable amounts which insurance shall also be subject to the requirements of this Section 5.

6. Exclusion of Warranties. The Buyer understands that the Manufacturer, not the Seller, will provide a warranty on the Home. Within ten (30) days of the execution of this Agreement by Seller, Seller will give Buyer a copy of the Manufacturer's warranty. The Seller hereby disclaims and excludes all implied or express warranties relating to the Home and the Construction, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, warranties of habitability and workmanlike construction, to the Home or to the Construction. Buyer understands that there may be additional written warranties covering the home, or any appliance or component thereof, which may have been provided by third parties. Seller shall deliver buyer copies of any and all written warranties supplied by said third parties but delivery shall not constitute an adoption of any such warranties by the Seller. Buyer acknowledges that any such warranties have not been made by the Seller and that the Seller is not an agent of any such third party. Notwithstanding the foregoing, Seller agrees to repair, at Seller's own cost and expense for a period of one (1) year from the date a certificate of occupancy is issued, all Construction and Additional Work & Improvements performed by Seller or its subcontractors that may prove within that one (1) year period of time, to be defective in accordance with the standards of construction prevailing in Broward County, Florida.

7. Limitation of damages. In no event shall either party be liable to the other for any loss of or damage to revenues, profits or goodwill or for other special, incidental, indirect and consequential damages or punitive damages of any kind, resulting from its performance or failure to perform pursuant to the terms of this agreement or any of the attachments hereto, whether resulting from breach of contract or breach of warranty or otherwise, even if a party has been advised of the possibility of such damages.

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8. Default. In the event that either party fails to cure a breach of any of its obligations under this Agreement within twenty (20) days following written notice from the non-breaching party, then such shall be considered an event of default under this Agreement. In the case that an event of default exists, then the non-defaulting party may without prejudice to any other rights or remedies available at law or in equity, terminate this Agreement upon written notice to the defaulting party. If the defaulting party is the Seller, the Seller shall not be entitled to receive further payment for the Construction completed until the remainder of the Construction is finished and, in addition to any other rights available to the Buyer at law or in equity. If the defaulting party is the Buyer, the Seller shall not be obligated to furnish any further labor, material, or services under this Agreement until the default is cured by the Buyer, in addition to any other rights available to the Seller at law or in equity.

9. Waiver. The failure of Seller and Buyer at any time to demand strict performance by the other of any terms, covenants or conditions set forth herein, shall not be constructed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of said terms, covenants or conditions.

10. Governing Law/Venue. It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the provisions of the laws of the State of Florida, in such case made and provided. Venue for any legal proceedings arising from or in connection with this Agreement shall lie in Broward County, Florida.

11. Indemnification. To the fullest extent permitted by law, the Seller shall indemnify and hold harmless the Buyer and the HBCRA from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Seller and persons employed or utilized by the Seller in the performance of this Agreement. The parties agree that the foregoing indemnity shall be limited to the fair market value of the modular home per occurrence and that such monetary limitation bears a reasonable commercial relationship to this Agreement. The Seller hereby acknowledges receipt of One Hundred and 00/100 Dollars (\$100.00) and other good and valuable consideration from the Buyer in exchange for giving the indemnifications required in this Agreement. Seller shall require that each subcontractor provide an indemnity in favor of Buyer and HBCRA. The provisions of this indemnity are intended to comply with the requirements of Chapter 725, Florida Statutes. To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision shall hereby be interpreted as the parties' intention for the indemnification clauses to comply with Chapter 725, Florida Statutes.

12. Severability. In the event that any of the terms of this Agreement are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify or impair in any manner whatsoever, any of the other terms, or the remaining portion of any term, held to be partially invalid or unenforceable.

13. Notice. All notices required to be given hereunder shall be in writing and shall be deemed to be delivered if personally delivered or sent by Certified or Registered mail, Return Receipt Request,



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postage paid, hand delivered, or delivered by overnight courier by a nationally recognized courier, addressed to the parties as follows:

Seller: Little River Box Company.  
9200 NW 27 Ave  
Miami Florida 33147

Buyer: Barbara Ferguson  
620 N.W. 4th Avenue  
Hallandale Beach, Florida 33009

Notice shall be deemed given on the date that it is deposited in the mail in accordance with the foregoing. Any party may change the address to which to send notices by notifying the other party of such change of address in writing in accordance with the foregoing.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and contains all of the agreements between the parties with respect to the subject matter hereof; this Agreement supersedes any and all other agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof.

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Seller and Buyer. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

15. Invalid Provision. The invalidity or unenforceability of any other particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

16. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. No Liens. In the event any person including but not limited to, a subcontractor records a lien against the Property arising from the Seller's performance of this Agreement, payments due the Seller shall be withheld in such amounts as the Buyer, in its sole discretion, deems sufficient to completely protect and indemnify Buyer from any loss, damage or claim (including attorneys' fees and costs) until the conditions requiring such measures have been completely remedied by the Seller to the satisfaction of the Buyer. The Seller shall, within twenty (20) days of notice of the filing of any such lien, satisfy such lien or shall provide proper bonds to remove the lien from the Property pursuant to Florida Law. If the lien or other condition is not remedied by the Seller within this period of time, the Buyer may, at her option, proceed to satisfy the lien from the funds held by the Buyer and then deduct such amounts from any payments due or becoming due to Seller. Alternatively, the Seller shall reimburse the Buyer for all sums so expended to remove the lien to the extent the expenditure exceeds the amount held by the Buyer.

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18. No Assignment. Neither Seller or Buyer may assign this Agreement or any of Seller's or Buyer's rights hereunder, without the express, prior, written consent of the other party, which consent may be withheld in that party's sole discretion.

19. Third Party Beneficiaries. Except for the HBCRA which is an intended third party beneficiary of this Agreement and as set forth in the following sentence, no person or entity shall be deemed to be a third party beneficiary of this Agreement. Nothing contained in the Agreement shall create a contractual relationship between the Seller or Buyer and any third party; however, it is understood and agreed that the Buyer and the HBCRA are intended third party beneficiaries of all subcontractor agreements, purchase orders as well as all agreements between the Seller and third parties, any or all of which shall be assigned to Buyer and HBCRA, in their sole discretion, upon the termination of this Agreement for any reason whatsoever.

20. Construction of Agreement. The parties acknowledge and agree that because all parties participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of, or against, any party by reason of that party's role in drafting this Agreement.

21. Time is of the Essence. Time is of the essence in the performance of all obligations at the precise times stated in this Agreement and failure to perform any of them on time shall be a default under this Agreement. All deadline days herein are "working days", M-F excluding national holidays.

22. Radon Gas. Radon is a naturally, occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Department.

23. Attorneys' Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

24. Survival. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

25. Cumulative Remedies. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.





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26. WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

27. FLORIDA HOMEBUYER'S CONSTRUCTION RECOVERY FUND. PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEBUYER'S CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: CONSTRUCTION INDUSTRY LICENSING BOARD, 1940 NORTH MONROE STREET, TALLAHASSEE, FL 32399, PHONE: (850) 487-1395.





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IN WITNESS WHEREOF, the parties have executed this Agreement effective the date below.

BUYER: \_\_\_\_\_  
(signature)

DATE: \_\_\_\_\_

PRINTED NAME: Barbara Ferguson

SELLER: Little River Box Co, a Florida corporation

DATE: \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title)

*The specifications of the "Affinity Home" and the "Home Construction" work are set forth on Schedule A*

*The "Additional Work & Improvements" are on Schedule B*

*The Purchase Price & terms are on Schedule C*

## MODULAR HOME PURCHASE &amp; CONSTRUCTION AGREEMENT

## SCHEDULE "A"

## SPECIFICATION OF THE AFFINITY HOME &amp; "HOME CONSTRUCTION" SCOPE, fixed fee.

## ASSUMPTIONS &amp; EXCLUSIONS:

- The current home on the building lot will be demolished and ALL FOUNDATION & DEBRIS will be removed from site to a level of 24" below the surface. The site will be left graded, level and ready for foundations. Seller will bid this work separately, see Schedule "B".
- If required, a soil test will be paid for by Buyer. The soil test & report will show the soil bearing capacity to be a minimum of 2000 psf.
- The home finishes & colors will be "standard" choices offered by Affinity & Seller.
- A floor plane elevation of 30" over grade will meet floodplain requirements without the need for fill or grading.
- No civil work or grading will be required (aside from shovel work)
- There are no setback or other zoning / planning issues with the home model/size selected
- If required, the landscape architect fees are to be paid by the Buyer.
- All permit costs & municipal fees to be paid by the Buyer
- Impact fees (if applicable) to be paid by the buyer
- The specifications listed below will meet minimum building code requirements for the City of Hallandale Beach.

## SCOPE OF WORK:

PERMIT PACKAGE: including architecture, engineering (less the soil report & survey).

SITE WORK: Pier or Stem-wall Foundation, minor shovel grading, site cleanup.

THE HOME: Providing the "Fish Hawke" model home from Affinity, transportation to the site, crane lift service to place the home onto the foundations, roof detailing, siding detailing, porch & steps construction, setting & connecting the AC unit.

ALL INCLUSIVE: Subject to the Assumptions & Exclusions listed above, this Schedule "A" scope, together with the scope of work outlined in Schedule "B" will make this an *all-inclusive, turn-key, ready-to-live-in home*.

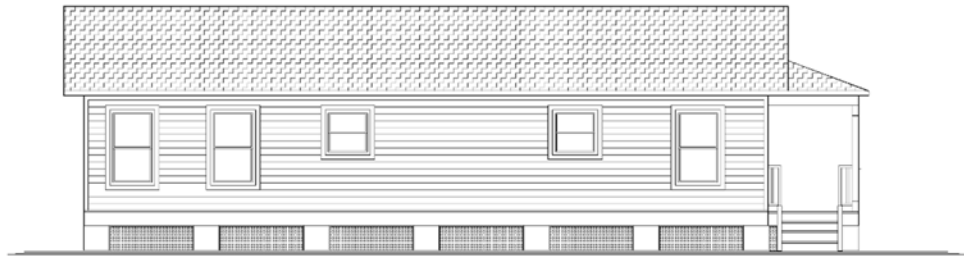
PERMIT CLOSE-OUT: After all work is completed by Seller, Seller will close out the permits and obtain a Certificate of Occupancy ("CO"). Issuance of this CO will constitute completion & satisfaction of the Sellers requirements & obligations under this contract.

## IMAGE OF HOME:

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FRONT ELEVATION



SIDE ELEVATION



FLOOR PLAN

**HOME SPECIFICATIONS:**

If in conflict with above image, the written specifications will prevail.

HVHZ upgrade

Consists of upgraded fasteners, sheathing, lumber & hardware specs.

Floor Construction

Rim Joists - Double 2x10, standard

Floor Joists - Double 2x10 SYP or SPF, 16" O.C.

Decking - 23/32 T & G OSB,

Insulation - R-19 Kraft Back Fiberglass Floor Insulation -

Bottom Enclosure – Vinyl sheet

Exterior Walls

Wall Height - 8'.

Construction - 2x6 16" O.C., Double 2x6 Top, single 2x6 bottom plates

Sheathing - 5/8" plywood

Insulation - R-19 Kraft Backed Fiberglass

Wind Wrap/Moisture Barrier - All exposed wall surfaces

Mate Walls - 2x4, 16" O.C. 7/16" OSB under drywall

Interior Walls

Construction - 2x4 16" O.C. through-out with 2x4 Top Plates, Plumbing walls 2x6

Roof – Gable Style

Pitch - 5/12

Trusses - 24" O.C.

Decking - 5/8 plywood

Underlayment - Perma Felt Silver

Finished Roofing - 30 year Tamko Architectural Shingles

Overhang - 8" vented eaves, 6" non-vented rake on gable ends.

Insulation - R-30 Kraft Backed Fiberglass Insulation

Electrical and Lighting

200 AMP Panel Box, Arc Fault Breakers in Bedroom (per code), outlets for Refrigerator, Dishwasher, Connection for Water Heater.

Ceiling Lights - (std in hallway, walk in closet, utility room and kitchen) - Millennium 561SN or 561BG

Vanity Lights - (std over each lav sink) - Millenium 483-SN, 1 over each vanity sink

Dining Room Chandelier - 793SN or 793BZ

Porch Lights - 1 Standard wall mounted at each Entry Door - Acclaim 5182TW/FR (Textured White)

Lighted Exhaust Fan with 1 switch- Bathrooms (Std in each bathroom)

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Smoke and Carbon Monoxide Detectors - Per code

Exterior Receptacle - Per Code, GFI receptacle on the front door side, and opposite front door side.

TV/Phone Jack - 1 in Living room conduit, NO WIRE (wire to be pulled by Cable provider)

Range & Dryer - 220 volt receptacle

**Plumbing & Baths**

DWV (Drain, Waste, Vent) - PVC Pipe stubbed through floor for site connection

Water Lines - PEX waterlines with lead free brass fittings

Plumb for - washer, dishwasher, icemaker & water heater

Kitchen Sink - 33" x 22" - 8" deep stainless

Vanity Sink - Drop in China sink

Faucets – Cleveland Faucet Group (a MOEN Company) - In Brushed Nickel (All Faucets throughout home)

Toilets - Elongated bowls in all baths; 1.6 GPM flush

Water Heater - 50 Gal Electric Double Element – Energy Star Rated

Tubs / Showers - 60" One Piece Fiberglass Shower, Bathcraft Model # 6001 w/ Seat, includes Brushed Nickel glass door with frame

Vanities - 35" high in master bath, 32" high in other.

Includes dryer vent and/or dryer box

**Windows**

Shwinco 9000 Series - DP-70 Impact White, vinyl single hung with screen, lower sash tilts, dual pane, Low-E Glass (9) at 3/0 x 5/0, (2) at 3/0 x 3/0

**Doors**

Exterior Doors - JELD-WEN 3/0x6/8 - 6 Panel Steel Door - Contours wood edge white. W/stainless hinges DP-+80/-80 HVHZ rated

Exterior door hardware – Delaney brand brushed nickel with keyed lock and dead bolt

Interior Doors - 2 Panel Square Smooth finish Hollow Core Interior Doors - 6/8.

Interior Door Hardware - LEVER Door Handle - Brushed Nickel.

**Exterior Finish**

Siding: KayCan Vinyl Lap, Timberlake Elegance® Double 5" Lap.

Trim and Corners: Same color as siding, Vinyl J channel around windows, outside corner 3" vinyl

Overhangs: 8" Vented cement board, rake 6" solid cement board

Front Door: Painted Red

**Interior Finish**

1/2" Walls. Ceilings 1/2" Hi-Strength Gypsum with Smooth finish, off white painted walls & ceiling (one color)

Window Casing - painted wood, square / square 3½" MDF Molding.

Door Casing - Square / Square 3½" MDF Molding.

Baseboard - 3½" MDF Square.



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Mirrors: ¼" safety glass square cut mirrors in baths.

Paint – Paint on all walls, ceilings & trim. Antique white semi-gloss

### Floor covering:

Vinyl Tile squares or planks – All Areas.

### Closet Shelving:

Vinyl Covered Continuous Slide Steel Shelving

### Cabinets:

Merillat "Basic" series Colony Birch Series, available in 4 colors - Clove, Twilight, Cinnamon, & Mirage (30" tall Overhead cabinets)

### Countertops:

Kitchen - Laminate Post-Formed with back splash and Bullnose edge

Vanity - Laminate Post-formed with back splash and bullnose edge - Drop in China Sink

### Appliances: By whirlpool, white or black

Range Hood – recirculating with light

Garbage disposal - Badger ¾ hp

Refrigerator – 18.2 cu. ft. Top Freezer Refrigerator, with EZ ICE CONNECT - WRT318FZD

Range Oven – 4.8CF Electric - Glass Top, Self-Cleaning Oven - WFE510S0A

Dishwasher – White or Black Dishwasher with AccuSense® Soil Sensor - WDF320PAD

### Heating & Air Conditioning:

Rheem 14 seer

Up flow air handler installed A-coil & 10 KW heat strip. Ceiling registers, return air grill (or louvered door) and an outside condenser.

### Front & Rear Porches

Decking: 5/4 pressure treated deck boards, painted

Porch Ceilings - Vinyl Bead Board Porch Ceiling

Columns: 4"x 4" Pressure Treated Wood, wrapped in 6" x 6" PVC, (6"x6" may be required in some wind zones)

Stairs & Rails – painted PT wood

SCHEDULE "B"  
"ADDITIONAL WORK & IMPROVEMENTS"

The general scope of Additional Work & Improvements is "all work required, as specified on the permitted plans to set & complete a modular home & obtain a certificate of occupancy for a said modular home to be located at 620 NE 4 Ave, Hallandale Beach, Florida" and provide a "Turn Key" home. The services and products to be provided under the Additional Work & Improvements phase is to capture all work, known & unknown needed to "Turn Key" this new home build after the "Construction" phase.

KNOWN WORK UNDER THIS SECTION

Demolition:

- Obtain all permits & permissions to demolish a home located at 620 NE 4 Ave, Hallandale Beach, Florida.
- Demolish home...to include all work as required in permit documentation
- Clean & grade site for new home

Landscape & hardscape:

- Following the future permitted plans, plant shrubs, trees, grass as required.
- Following the future permitted plans, build code-minimum driveway etc...
- Build or provide all other landscape / hardscape items as required on future permitted plans

Utility Connections:

- Run underground sanitary waste line from the home to the property edge adjacent to city sewer lateral and provide connection to the city line, providing cleanouts as specified on future permitted plans
- Run underground water line from the home to the property edge adjacent to city water meter and provide connection to the city line.
- Coordinate with FPL to provide an electric meter and an overhead electric drop to the home weather-head.

PERMIT CLOSE-OUT: After the work is completed by Seller, Seller will close out the permits and obtain a Certificate of Occupancy. Issuance of this CO will constitute completion & satisfaction of the Sellers requirements & obligations under this contract.





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SCHEDULE "C"

"PURCHASE PRICE & TERMS"

The contracted price for the Affinity Home & the work specified herein FOR A TURN KEY COMPLETED HOME \$180,000

This sum is to be paid in the following manner:

Initiation of contract .....\$30,000

After permit is granted.....\$60,000

Payable in a cashier's check to Affinity Homes as homes arrive on trucks at the building site.....\$60,000

After home is set on foundation.....\$12,000

Final payment after punch out & Certificate of Occupancy.....\$18,000

The payment process is as follows: Seller presents an invoice for a draw to HBCRA. A check is to be available for pickup or to be mailed within 3 business days. As noted in the contract body, the final payment will be made within 10 days of the issuance of the CO.

TOTAL GUARANTEED MAXIMUM PRICE NOT TO EXCEED FOR THIS TURN KEY PROJECT.....\$180,000.00

Other costs to the Buyer not included in the fixed fee:

Permit fees

Other municipal fees (if applicable)

Impact fees

Fees paid for utility new accounts & connections (to buyer)

Fees to upgrade utilities (if applicable)

Asbestos or other contamination abatement (if needed)

## MODULAR HOME PURCHASE & CONSTRUCTION AGREEMENT

### ADDENDUM A

Seller agrees to deliver and erect the Affinity Home and to construct such Additional Improvements as are described on Schedule A (hereinafter the "Home Construction") upon the property belonging to the Buyer located at 620 N.W. 4th Avenue, Hallandale Beach, Florida 33009 (hereinafter the "Property"). The Home Construction shall include the preparation of all plans and specifications and obtaining all development approvals and permits necessary for the work as specified in Schedule A. Completion of the Home Construction phase will provide for the house to be set on the property and ready for utility connections and site-work.

**Additional Work & Improvements:** In addition to the work needed for "Home Construction", Seller will also provide all work necessary and appropriate to provide the Home to the Buyer on a "turn-key" basis including, but not limited to, demolition of the existing structure, site work, all utility connections and landscaping.

**Permitted Plans:** Part of the work under this contract is to create the documentation needed to obtain a building permit and to procure the permit. When completed, the city-stamped plans are the specifications and requirements that describe the work needed obtain a Certificate of Occupancy and provide the Buyer a "turn-Key" home.

It is agreed that the plans and specifications will be followed as closely as reasonably possible, but Seller reserves the right to vary from the plans and specifications where necessary to comply with the intention of the Seller and the Buyer, including when necessary to comply with scheduling, availability of material, mechanical installations, building codes and any unique features of the Property. Minor changes are to be expected due to site conditions and availability of certain materials. Some imperfections in material and workmanship are part of homebuilding and are to be expected.