

# INLET COVE RESERVATION AGREEMENT

**THIS RESERVATION AGREEMENT** is entered into by and between, **RIDCO, CORP.**, (hereinafter referred to as "Developer") and \_\_\_\_\_, (hereinafter referred to as "Buyer").

## STATEMENT OF PURPOSE

Developer is in the process of developing certain property as a planned unit development with multiple uses located on Radio Island, Morehead City, NC. The development includes the construction of a residential waterfront and water view townhouse subdivision named Inlet Cove Townhomes, in water boat slips and lifts to be developed as individual condominium units, and storage facilities and other amenities all as more particularly depicted on the plat attached as Exhibit A and incorporated herein by reference (the "Development"). At this time the Developer is taking non-binding reservations from prospective purchasers that are interested in reserving a Lot or Unit.

1. RESERVED LOT(S). Buyer desires to reserve the following:
  - a. Lot \_\_\_\_\_ for a purchase price of \$ \_\_\_\_\_; (see attached proposed development map)

Developer has received preliminary approval for the project from the appropriate authorities. Upon completion of its final phasing plats and subdivision documents creating each project, and upon approval of the first phase development Plat from the Town of Morehead City, Developer intends on providing Buyer with the opportunity to enter into a binding purchase contract with Seller for the above referenced Lot(s) at the pre-construction price stated above (hereinafter referred to as the "Purchase Contract"). The Contract will provide an actual plat of the property, the proposed restrictive covenants and a stipulation that closing must occur within 14 days of issuance of a certificate of Occupancy by the Town of Morehead City. There shall be no due diligence date contained in the contract. Developer anticipates that it will begin circulating Purchase Contracts for the above referenced units by January/February, 2021. Buyer will have fifteen (15) days from receiving the Purchase Contract in which to execute it and return it to Developer. At the time of contract, additional funds will be due to create a total deposit of 5% of base purchase price (townhouse only) as well as ½ total cost of the elevator or 4th bedroom upgrade, if either or both are selected by purchaser. All deposits become nonrefundable upon execution of the contract.

- 120 days following the effective date of the contract, an additional 5% of base price nonrefundable deposit is due.
- The balance of the elevator and 4th bedroom upgrade will be due at time of closing.

If Buyer fails to enter into the Purchase Contract, the reservation deposit (less the administrative fee) will be returned to Buyer and Developer may offer the reserved units to other interested parties. Time is of the essence in regard to execution of the Purchase Contract.

2. **DEPOSIT.** In conjunction with the execution of this Reservation Agreement, Buyer has delivered to Developer a check in the amount of **TWENTY THOUSAND DOLLARS (\$20,000.00)** made payable to “WHITE & ALLEN, P.A. TRUST ACCOUNT” to be held by it as escrow agent, in its Trust Account. If the Buyer enters into a contract, then the entire amount shall be transferred to earnest money deposit and held in accordance with the terms of the executed contract.

In the event Buyer elects to terminate this Agreement or fails to enter into a Purchase Contract with Developer as provided above, then the escrow agent shall return the deposit to Buyer within ten (10) days of its receipt of such notification less an administrative fee in the amount of \$200.00. The administrative fee shall be retained by the escrow agent upon termination by Buyer without notice required to be provided to Buyer. In the event Developer does not proceed with offering the units reserved for pre-sale by April 1, 2021, the entire deposit shall be returned to Buyer.

*NOTE: In the event of a dispute between Developer and Buyer over the disposition of the Reservation Deposit or the Earnest Money Deposit held in escrow, Escrow Agent hereby agrees to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, the Escrow Agent/ Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.*

3. **DEVELOPER'S RIGHTS.** The Developer reserves the right from time to time, to make adjustments to the Development as it deems proper in its sole discretion and shall not be required to obtain the consent of Buyer for any change, modification or alteration to the Development.

4. **NON-BINDING RESERVATION.** This Reservation may be terminated at any time by either party without cause or penalty (except for the administrative fee if terminated by the Buyer) by providing written notice to the other party. This Reservation does not create any legally binding obligations on either party except in regards to the obligation of Developer to return Buyer's deposit (less the administrative fee) as set forth in Paragraph 2 above. Except for this obligation to return the deposit, neither the Developer nor the Buyer have undertaken any legally binding obligations to the other hereunder, including the obligation to negotiate or enter into a Purchase Contract with regard to the Unit(s) referenced above.

5. NOTICES. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed properly given only if delivered personally or by Federal Express or other overnight mail service, or by U.S. mail, first class postage prepaid, or by facsimile transmission, with written confirmation to follow, as follows:

If to Developer: RIDCO, CORP.  
Att: Walter D. Brady  
805 Front St  
Beaufort, NC 28516

If to Buyer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(    ) \_\_\_\_\_ facsimile

If to Escrow Agent: White & Allen, P.A. att. John Harris  
304 N. 35<sup>th</sup> Street, Morehead City, NC 28557  
Phone: 252.247.1880  
Email [jharris@whiteandallen.com](mailto:jharris@whiteandallen.com)

6. ASSIGNMENT. This reservation is non-assignable by Buyer without Developer's prior written consent which may be withheld for any reason, except if to a corporation, partnership or limited liability company in which the Buyer is a majority equity owner;

7. PROJECT CONTINGENCIES. Buyer acknowledges and understands that there are numerous contingencies associated with the Development to be addressed by Developer including but not limited to, governmental approvals (federal, state and local), obtaining financing and engineering/construction issues. No assurances are given by Developer that it will be able to meet these contingencies.

8. ENTIRE AGREEMENT, SUPERSEDING EFFECT, AND MODIFICATION. This Agreement supersedes all prior oral or written agreements, if any, between the parties relating to the subject matter of this Agreement and constitutes the entire agreement between the parties. The provisions of this Agreement may not be amended, deleted, or modified in whole or in part without the express written consent of both parties.

9. GOVERNING LAW. This Agreement will be governed by the laws of the State of North Carolina, without respect to principles of choice of law or the conflict of laws. The parties designate Carteret County, North Carolina as the proper venue for any action, suit or proceeding in respect to this Agreement.

10. HEADINGS. The headings in this Agreement are included for convenience only.

Date  
Submitted: \_\_\_\_\_

Date  
Accepted: \_\_\_\_\_

Buyer: \_\_\_\_\_

Developer: **RIDCO, CORP.**

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_