THREEFOLD DEVELOPMENT PARTNERS

CAPITAL • DEVELOPMENT • CONSTRUCTION

GUIDE

Landowner's Guide to Selling or Joint-Venturing Land

The structures available in principle, what each one asks of a landowner, and the questions that decide which path fits — including the ones about risk, control and timing.

For: Landowners and family ownership groups weighing a sale against participation

Decision it supports: Sell outright, sell on terms, or contribute the land into a joint venture.

Aligned in purpose. Disciplined in execution. Built to endure.

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How to use this document

Work through it with the record in front of you rather than from memory. Where an item cannot be evidenced, write down that it cannot, and the date you checked. A gap you have written down is manageable; a gap you have assumed away is not.

STRUCTURES, IN PRINCIPLE

Availability is project-specific. No structure is offered here, and not every structure suits every site.

- ☐ Outright sale: price certainty, clean exit, no further participation or risk.
- ☐ Option or contracted purchase: time for a buyer's diligence, with defined payments and deadlines.
- ☐ Staged or delayed closing: proceeds over time, tied to defined milestones.
- ☐ Land contribution into a joint venture: participation instead of full proceeds at closing, with real risk.
- ☐ Landowner joint venture with defined roles: participation with negotiated decision rights.

WHAT EACH PATH ASKS OF YOU

- ☐ A sale asks for clean title, disclosure and a decision.
- ☐ An option asks for patience and a clear deadline structure you can live with.
- ☐ A staged closing asks you to carry counterparty performance risk over time.
- ☐ A contribution asks you to accept development and market risk in exchange for participation.
- ☐ Every participation path asks you to care about governance, not just price.

SEVEN QUESTIONS THAT DECIDE THE PATH

- ☐ Do you need certainty of proceeds, or are you willing to accept variability?
- ☐ What is your timing, and what happens if the project takes longer?
- ☐ How much risk can the ownership group genuinely absorb, including a bad outcome?
- ☐ Do you want influence over decisions, or do you want to be out?
- ☐ Are there tax, estate or partnership constraints that rule out some structures?
- ☐ Do all owners agree, and who is authorised to sign for the group?
- ☐ What do you need to know about the counterparty before you rely on them?

WHAT MUST BE IN WRITING

- ☐ Roles, responsibilities and who performs what.
- ☐ Decision rights, including which decisions require unanimity.
- ☐ Capital obligations, and what happens if a party cannot fund.
- ☐ Guarantees and who is exposed to them.
- ☐ Conflicts, affiliated-party work and how it is disclosed and approved.
- ☐ Compensation to every party, including affiliates.
- ☐ Exit rights, transfer restrictions and deadlock mechanics.

IMPORTANT

General working material, not advice for a specific project. Nothing in this document is an offer of financing or securities, a commitment of funds, an appraisal, or a legal, tax or engineering opinion. Verify every item against your own counsel, licensed design professionals and the authority having jurisdiction.

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