

# Lots and Land Purchase Contract



(THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND SELLER. IF YOU DO NOT UNDERSTAND IT, SEEK LEGAL ADVICE)

## 1. PARTIES TO THE CONTRACT – AGENCY CONFIRMATION.

Buyer and Seller acknowledge that the agent \_\_\_\_ IS; \_\_\_\_ IS NOT the limited agent of both parties to this transaction.

INITIALS: Buyer \_\_\_\_ / \_\_\_\_ Seller \_\_\_\_ / \_\_\_\_

Buyer's Legal Name (PRINT) \_\_\_\_\_

Seller's Legal Name (PRINT) \_\_\_\_\_

This offer is for multiple parcels. YES \_\_\_\_ | NO \_\_\_\_ (If Yes, total number of parcels included \_\_\_\_, see attached Multiple Parcel Package Addendum for all the additional parcel ID#s and legal descriptions.)

Property legally described as: \_\_\_\_\_

Parcel ID# \_\_\_\_\_

County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Also known as \_\_\_\_\_

## 2. PROPERTY SALE CONTINGENCY.

This offer IS contingent upon the Acceptance of a Purchase Contract and/or Close of any property.

Yes \_\_\_\_ | No \_\_\_\_

(If Yes, see attached Property Sale Contingency Addendum which is incorporated into this contract)

## 3. EARNEST MONEY DEPOSIT.

Earnest Money in the amount of (\$\_\_\_\_\_) \_\_\_\_\_  
DOLLARS \_\_\_\_ Cash; \_\_\_\_ Check. Unless otherwise noted herein,  
herein, earnest money shall be deposited into a trust account of the:

\_\_\_\_ Listing Broker

\_\_\_\_ Buyer Broker

\_\_\_\_ Title Company (enter name of title company) \_\_\_\_\_

on the next legal banking day after acceptance of this offer. Other Earnest Money Provisions: \_\_\_\_\_

If an accepted offer and contract to purchase does not close, regardless of the circumstances, both Buyer and Seller must agree in writing prior to release of earnest money or pursuant to court order in accordance with SDCL 36-21A-81.

## 4. PURCHASE PRICE.

The total purchase price is to be (\$\_\_\_\_\_) \_\_\_\_\_  
DOLLARS.

After earnest money herein is credited, the remaining balance is to be paid at closing.

## 5. CLOSING/POSSESSION.

Closing date shall be on \_\_\_\_\_ (DATE), or before by mutual agreement. **No work to commence until possession date.** Possession to be given on \_\_\_\_\_ (DATE). Seller agrees to maintain the property in a condition comparable to its present condition and agrees that Buyer shall have the opportunity for a personal inspection before closing. Buyer shall have all utilities transferred into their name on or before the day of closing. Seller agrees to maintain all existing insurance coverage on property until time of closing.

Escrow/Settlement Fee and/or title services fee charged by the title/closing company for services provided by the title/closing company shall be paid as follows: Buyer \_\_\_\_% | Seller \_\_\_\_%.

## 6. EXTENSION.

In the event all conditions and contingencies have not been satisfied or waived as of the Projected Date of Closing, then, subject to the remaining terms of this Agreement, Buyer may continue to diligently pursue the satisfaction of the conditions and contingencies, and closing shall occur when all conditions or contingency remains materially unsatisfied as of \_\_\_\_\_ days/date after the Projected Date of Closing and has not been waived by Buyer, then, in this event, either party may terminate this Agreement upon written notice to the other party unless the parties agree in writing to further extend this Agreement. Possession of the Real Estate shall be delivered to Buyer on the **actual date of Closing**. Any adjustments of rent, insurance, and interest shall be made as of the actual date of Closing. Sellers agree that they will make available to Buyer any payments, fees, disbursements, payoffs, etc. as set forth on Seller's portion of the closing statement.

## 7. TITLE.

Seller will furnish good and sufficient marketable title free of all encumbrances, unless otherwise agreed herein. Seller agrees to execute and deliver a good and sufficient deed, and pay for all applicable State Transfer Tax required for transfer, subject to conditions, zoning, covenants, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the property. Lender's Title Insurance will be based on the loan amount and/or Owner's Title Insurance policy will be based on the **land purchase price only** and will be paid as follows: Buyer \_\_\_\_\_ % Seller \_\_\_\_\_ %. Title work to be ordered by \_\_\_ buyer's agent / \_\_\_ lender.

## 8. FINANCING.

\_\_\_\_\_ This offer is contingent upon Buyer obtaining a \_\_\_\_\_ (type of loan).  
 A letter of Buyer's loan status is attached or will be delivered by \_\_\_\_\_ (date), or this contract at the option of Seller with written notice to Buyer may be voided.  
 Upon acceptance of this Contract, Buyer will make application for and diligently and in good faith endeavor to secure a loan, pay all application fees, and to sign all financing documents without delay. Buyer reserves the right to obtain alternative financing as long as there are no increased costs to Seller.

\_\_\_\_\_ Cash. This is a cash offer. A letter of verification regarding the availability of funds \_\_\_\_\_ is attached; \_\_\_\_\_ will be delivered by \_\_\_\_\_ (date) or this contract, at the option of Seller with written notice to Buyer may be voided.

\_\_\_\_\_ Assumption (See Addendum)

\_\_\_\_\_ Contract for Deed (See Addendum)

## 9. APPRAISAL.

This offer \_\_\_\_\_ IS; \_\_\_\_\_ IS NOT subject to an appraisal.  
 Appraisal amount based on \_\_\_\_\_ lot or land purchase price; \_\_\_\_\_ overall project cost. If the appraisal does not support the purchase price or project price, Buyer and Seller may renegotiate.

## 10. SELLER CONCESSION

At closing, Seller will credit to Buyer \$ \_\_\_\_\_ OR \_\_\_\_\_ % of the purchase price. The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concessions include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

## 11. COMPENSATION TO COOPERATIVE BROKER as identified: (Buyer(s) initial All That Apply) BROKER COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE

Buyer Initial	Buyer Initial

A. Buyer will compensate Buyer's Broker.

Buyer Initial	Buyer Initial

B. Seller's Broker will compensate Buyer's Broker \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price, plus applicable sales tax, as a term of the buyer's offer. Seller and/or any third party to the closing of this property agrees to distribute payment of compensation from the transaction.

Buyer Initial	Buyer Initial

C. Seller will compensate Buyer's Broker \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price, plus applicable sales tax, as a term of the buyer's offer. Seller and/or any third party to the closing of this property agrees to distribute payment of compensation from the transaction.

## 12. SURVEY.

Buyer acknowledges that it has been recommended that a land survey and a flood certification be obtained on the property. Confirmation of boundaries will be determined by a \_\_\_\_\_ mortgage inspection survey; \_\_\_\_\_ staked survey; or \_\_\_\_\_ Buyer waives land survey. Land survey to be paid for as follows: Buyer \_\_\_\_\_ Seller \_\_\_\_\_.

Property Address: \_\_\_\_\_

### 13. PLATTING AND ZONING.

This offer \_\_\_\_\_ IS; \_\_\_\_\_ IS NOT subject to platting of the property.

Platting fees to be paid by \_\_\_\_\_ Buyer; \_\_\_\_\_ Seller. Platting to be ordered by \_\_\_\_\_ Buyer; \_\_\_\_\_ Seller; \_\_\_\_\_ Other \_\_\_\_\_ (Party Ordering).

This offer \_\_\_\_\_ IS; \_\_\_\_\_ IS NOT subject to property re-zoning to \_\_\_\_\_. Re-zoning fees to be paid by \_\_\_\_\_ Buyer; \_\_\_\_\_ Seller. Re-zoning to be completed by \_\_\_\_\_ Buyer; \_\_\_\_\_ Seller.

### 14. RECAPTURE / EASEMENT / INFRASTRUCTURE FEES.

Recapture / Easement / Infrastructure Fee(s) paid by \_\_\_\_\_ Buyer; \_\_\_\_\_ Seller at closing. \_\_\_\_\_

### 15. TAXES.

The Seller agrees to pay all real estate taxes of record due and payable the year of closing. Real estate taxes assessed this year and due and payable next year shall be prorated to date of closing; the amount to be computed on the basis of taxes due and payable the year of closing.

If property has not been fully assessed for tax purposed, or reassessment is completed or pending, tax proration shall be on the basis of \$\_\_\_\_\_ estimated annual tax.

Other Tax Provisions: \_\_\_\_\_

### 16. ASSESSMENTS.

Any assessment levied against this property public or private, for improvements completed, or required but not yet completed by date of closing, and not entered into the books of the local assessing authority, will be paid by the Seller unless otherwise specified in this contract.

### 17. PRORATIONS.

Homeowners' association fees and rents are to be prorated to \_\_\_\_\_ (date). Not applicable \_\_\_\_\_

Any fuel or propane remaining on the property \_\_\_\_\_ will; \_\_\_\_\_ will not be prorated at closing. Not applicable \_\_\_\_\_

### 18. SELLER'S PROPERTY DISCLOSURE STATEMENT.

Buyer acknowledges reading and receiving the Seller's Property Condition Disclosure Statement as required by South akota Codified Law 43-4-38 through 43-4-43 prior to signing this contract, unless exempt.

Buyer's Initials:	Yes _____ / _____   No _____ / _____   Does Not Apply _____ / _____
	Reason: _____

### 19. LEAD-BASED PAINT DISCLOSURE.

Buyer acknowledges having received the pamphlet "Protect Your Family from Lead in Your Home" and has the opportunity for an inspection according to the Residential Lead Base Hazard Reduction Act of 1992. This applies only to properties built prior to 1978. See attached addendum if applicable.

Buyer's Initials:	Yes _____ / _____   No _____ / _____   Does Not Apply _____ / _____
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### 20. INSPECTIONS.

Buyer acknowledges that it has been recommended that he/she engage, at his/her expense, the services of licensed inspector(s) or a certified professional to inspect the property

Buyer's Acknowledgement:	_____ / _____
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Buyer and Seller understand the purpose of a property inspection is to inform and educate Buyer of conditions, as of the date of inspection(s) and is not designed to be a point of renegotiation of the purchase price.

This offer \_\_\_\_\_ IS, \_\_\_\_\_ IS NOT contingent upon buyer, at buyer's expense, obtaining a property inspection and report which may include, but not be limited to the physical, structural, mechanical, pest, geological, and environmental contamination conditions relating to a property.

Should the results of any professional inspections performed by a licensed or certified inspector not be satisfactory, buyer shall provide to seller or seller's agent, pages from the actual inspection report and addendum detailing any unsatisfactory conditions by (date) \_\_\_\_\_ at (time) \_\_\_\_\_ AM / \_\_\_\_\_ PM at which time both parties will attempt to

Property Address: \_\_\_\_\_

negotiate a resolution. If buyer fails to specifically approve or disapprove any inspections within the time specified, the buyer shall be deemed to have approved and accepted the property in its present condition.

Deadline to complete negotiation, if any, following inspection(s): (date)\_\_\_\_\_at (time)\_\_\_\_\_ AM / PM. At any point prior to the negotiation settlement deadline, the buyer may choose to waive their inspection contingencies in writing. If no written agreement can be reached on this matter between buyer and seller, this contract shall be deemed null and void in its entirety.

## 21. AGREEMENT TO MEDIATE.

Initial to acknowledge receipt of the Dispute Resolution System Mediation pamphlet.

<b>INITIALS:</b>	Buyer _____ / _____	Seller _____ / _____
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Any dispute or claim arising out of or relating to this contract, within one year of the closing date, shall be submitted to mediation in accordance with the rules and procedures of the Dispute Resolution System. \_\_\_\_\_ Yes; \_\_\_\_\_ No.

Any costs of mediation will be shared equally between Buyer(s) and Seller(s).

<b>INITIALS:</b>	Buyer _____ / _____	Seller _____ / _____
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## 22. OTHER PROVISIONS.

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## 23. ADDENDA TO THIS CONTRACT.

The following documents are addenda to this contract and are attached and become part of this contract by reference. If none, so state. \_\_\_\_\_

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## 24. INFORMATION DISCLOSURE.

The laws of South Dakota govern this transaction. The sale price and terms may be disclosed to the REALTOR® Association of the Sioux Empire who may use it in the ordinary course of their business. Property information is not guaranteed. A representation of the square footage is only an approximation of the number of square feet the property contains.

## 25. ENTIRE AGREEMENT.

This constitutes an offer to purchase the described property. This Purchase Contract, any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire contract between Buyer and Seller, and supersedes any other written or oral agreements between Buyer and Seller. This Purchase Contract can be modified only in writing signed by the Buyer and Seller. Buyer hereby acknowledges a receipt of a copy of this contract.

Property Address: \_\_\_\_\_

**26. TIME IS OF THE ESSENCE OF THIS CONTRACT.**

Dated \_\_\_\_\_ at (time) \_\_\_\_\_ AM / PM

Contract is void if not accepted/countered by Seller by (date) \_\_\_\_\_ at (time) \_\_\_\_\_ AM / PM

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

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

On this date \_\_\_\_\_ at \_\_\_\_\_ AM / PM the forgoing offer is:

**Seller's Initial**

**Indicate:**

ACCEPTED \_\_\_\_\_ / \_\_\_\_\_

REJECTED \_\_\_\_\_ / \_\_\_\_\_

COUNTERED \_\_\_\_\_ / \_\_\_\_\_

*(It is recommended any revision or change to this contract must be written on a Counter Offer form or Addendum.)*

Seller: \_\_\_\_\_

Seller: \_\_\_\_\_

**Agent Information**

(The following is for informational purposes only)

Buyer's Agent: \_\_\_\_\_

Seller's Agent: \_\_\_\_\_

Buyer Agent's Company: \_\_\_\_\_

Seller Agent's Company: \_\_\_\_\_

Buyer Agent's Phone Number: \_\_\_\_\_

Seller Agent's Phone Number: \_\_\_\_\_

Buyer Agent's Email: \_\_\_\_\_

Seller Agent's Email: \_\_\_\_\_