

# PURCHASE AGREEMENT

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

**Real Estate Relationships Disclosure:** Buyer and Seller acknowledge that they have received a copy of a Real Estate Relationship Disclosure as required by law.

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

Initials: Buyer \_\_\_\_\_ / \_\_\_\_\_ Seller JA / \_\_\_\_\_

**1. PARTIES TO THE CONTRACT:**

Buyer's Legal Name (PRINT) Watertown Independent School District

Seller's Legal Name (PRINT) Jeremy M. DeVille

Property legally described as: Lot 8 % E1/2 Lot 9 Block 11 Rice Bros. Addition

County Codington City Watertown State SD Zip 57201

Also known as 1018 2nd Ave. S.E.

**2. PURCHASE PRICE:** The total purchase price is to be (\$ 182,000.00 )  
One Hundred eighty two thousand DOLLARS

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

**3. EARNEST MONEY DEPOSIT:**

Cash  Certified Funds or  Check in the amount of (\$ 0.00 )  
\_\_\_\_\_ DOLLARS

will be payable to  Listing Company or  Selling Company or  Title Company, named \_\_\_\_\_  
Upon acceptance of offer, the earnest money must be tendered and deposited no later than the next legal banking day after acceptance of offer. If the agreement to purchase does not close, regardless of the circumstances, all parties must agree to the release of the earnest money. Until such agreement is signed or until entry of appropriate court order, the earnest money shall remain with the Listing Company or Selling Company or Title Company and neither shall be liable for interest or damages relative thereto.

**4. FINANCING:**

       **New Mortgage.** This offer is contingent upon Buyer obtaining a:  VA  FHA  SDHDA  
 Conventional  or \_\_\_\_\_ type of loan.

A letter of Buyer's loan status from \_\_\_\_\_  
 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.

  x   **Cash.** This is a cash offer. A letter of verification from \_\_\_\_\_  
regarding the availability of funds  is attached or  will be delivered by \_\_\_\_\_ (date) or this contract, at the option of Seller with written notice to Buyer may be voided. Buyer  is or  is not obtaining cash from an asset distribution from  the sale of property  investments  equity sale.



BUYER INITIALS \_\_\_\_\_ / \_\_\_\_\_

SELLER INITIALS JA / \_\_\_\_\_

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

**5. APPRAISAL:**

This offer  is /  is not contingent upon the property appraising for at least the purchase price. The appraisal  will /  will not be ordered prior to removal of home inspection contingency.

**6. SALE OF BUYER'S PROPERTY:**

A.  This offer is not contingent upon the sale or close of property owned by the Buyer.  
B.  This offer is contingent upon  the sale and close or  close of the buyer's property located at (address including city & state) \_\_\_\_\_  
See Attached Property Sale Contingency Addendum.

**7. SELLER CONCESSION:**

At closing, Seller will credit to Buyer \$ 0 \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price, (Seller Concession). 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.

**8. COMPENSATION TO COOPERATIVE BROKER as identified: (Buyer(s) initial as applicable)**

- A. \_\_\_\_\_/\_\_\_\_\_ Buyer will exclusively compensate Buyer's Broker.
- OR
- B. \_\_\_\_\_/\_\_\_\_\_ Buyer requests compensation \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price, plus applicable sales tax, from Seller's Broker, a term of the Buyer's offer that the Seller and/or any third party to the settlement and transfer of this property agrees to pay the Buyer's Broker and distribute from the transaction.
- C. \_\_\_\_\_/\_\_\_\_\_ Buyer requests Seller to pay Buyer's Broker \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price, plus applicable sales tax, through proceeds of the sale at closing to settle their contractual agreement with the Buyer agent/firm.

**9. HOMEOWNER INSURANCE:** Offer  is /  is not contingent upon buyer obtaining proof of insurability within \_\_\_\_\_ calendar day(s) of acceptance of offer, exclusive of the day of acceptance. If so contingent, and if Buyer has not provided written confirmation of such insurability or lack thereof to Seller within the specified time, then this contingency shall expire and all other terms of this agreement shall continue unaffected.

**10. IMPROVEMENT LOCATION EXHIBIT OR SURVEY REQUEST: (Buyer to check one of the following)**

- \_\_\_\_\_ **New Improvement Location Exhibit / Mortgage Inspection Drawing.** *The purpose of an Improvement Location Exhibit or Mortgage Inspection Drawing is to provide a representation of the information gathered at the time of inspection. It is based on existing but not confirmed boundary evidence and is subject to any inaccuracies that a boundary survey might reveal. No property corners will be set and no warranty as to the location of the true boundary of the subject property is extended to the present or future owners or occupants.*
- \_\_\_\_\_ **Boundary Survey and Improvement Location Exhibit.** *The purpose of a Boundary Survey is to provide verified boundary information as the basis for the improvement location exhibit.*
- \_\_\_\_\_ **Boundary Survey Land Only.**
- \_\_\_\_\_ **Per lender requirements** (If lender doesn't require a drawing, no drawing will be completed)



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No survey or exhibit is required by Buyer.

Other: \_\_\_\_\_

Cost to be paid as follows: Buyer \_\_\_\_\_ Seller \_\_\_\_\_

**11. TITLE:** Merchantable title shall be conveyed by Warranty Deed or other conveyance instrument, sufficient to convey good and merchantable title, properly signed and with the necessary State Transfer Fee paid by the Seller at the time of recording.

An Owner's  Standard, or  Standard with material and labor lien (mechanic's lien) coverage, or  Full extended coverage of policy of title insurance to be provided (includes required full boundary survey).

Cost to be distributed as follows: Buyer 50% Seller 50%.

Any additional Title Insurance coverage as required by the lending institution shall be the responsibility of the Buyer.

Buyer to take title as:  Married Couple, as joint tenants with rights of survivorship;  Joint Tenants with rights of survivorship;  Tenants in Common and not as joint tenants with rights of survivorship;  Single Person; or  \_\_\_\_\_ Government entity \_\_\_\_\_

**12. SELLER'S PROPERTY DISCLOSURE:** Buyer acknowledges receipt of Seller's Property Condition Disclosure Statement dated \_\_\_\_\_ as required by SDCL 43-4-38 through 43-4-57 prior to signing this agreement. (Initials) \_\_\_\_\_ / \_\_\_\_\_

This offer  is contingent or  is not contingent upon Buyer receiving and accepting clarification of the seller's property condition disclosure statement and the following items within \_\_\_\_\_ calendar day(s) of acceptance of offer, exclusive of the day of acceptance.

\_\_\_\_\_  
\_\_\_\_\_

Buyer acknowledges that no disclosure statement is required by reason of the following:

**13. LEAD-BASED PAINT DISCLOSURE:** Buyer acknowledges receipt of the pamphlet "Protect Your Family from Lead In Your Home" and the Seller's Lead-Based Paint and Lead-Based Paint Hazards Form according to the Residential Lead-Base Hazard Reduction Act of 1992. This applies only to properties built prior to 1978. (Initials) \_\_\_\_\_ / \_\_\_\_\_

**14. INSPECTION OF PHYSICAL CONDITION OF PROPERTY:** Buyer acknowledges that it has been recommended that Buyer engage, at Buyer's expense, the services of a professional inspector acting within the scope of the inspector's professional license to inspect the property (Initials) \_\_\_\_\_ / \_\_\_\_\_.

*Buyer and Seller understand the purpose of a property inspection is to inform and educate Buyer of conditions and future maintenance of property 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(s) and report(s) which may include, but not be limited to the physical, structural, mechanical, pest, geological and environmental contamination conditions relating to the property. These inspection options will be completed and written notice of the results given to Seller or Seller's agent by \_\_\_\_\_ (date) at \_\_\_\_\_



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\_\_\_\_\_ (time). If the inspection(s) has not been completed within the specified time, Buyer's option to have the inspection(s) shall expire and all other terms of this Purchase Agreement will continue unaffected.

If any inspection(s) reveals conditions unsatisfactory to Buyer or unknown to Seller, the parties to this Agreement will have the following options: Buyer will accept the existing condition; Seller will correct the existing condition and provide written proof that the condition has been remedied; or Buyer and Seller will negotiate a settlement. If no written agreement can be reached on the results of the Inspection on \_\_\_\_\_ (date) at \_\_\_\_\_ (time). This Agreement may be deemed null and void in its entirety, subject to Paragraph 23 of this agreement, at the option of Buyer/Seller within \_\_\_\_\_ hours after the negotiation deadline.

Buyer hereby waives the option to have an independent home inspector assess the condition of the property. \_\_\_\_\_ (Buyer's Initials)

Buyer accepts inspection(s) as provided by the Seller. \_\_\_\_\_ (Buyer's Initials)

**15. WALK-THROUGH INSPECTION:** Buyer will have the right to conduct a walk-through inspection of the property within 24 hours prior to closing to verify that the mechanical systems are in working order and that the property is in substantially the same condition as on the date this agreement was written. All personal property, including refuse, not included in the purchase price shall be removed by the Seller prior to closing. Utilities to remain on through the date of closing. Seller states that the heating, plumbing and electrical systems will be in working condition on the day of closing unless otherwise stipulated below. *(NOTE: These representations are solely that of the Seller, and no responsibility or liability therefore is accepted by the selling or listing Broker or their agents and employees.)*

**16. HOME PROTECTION PLAN:** Seller  has /  has not provided a home protection plan. Buyer elects  to have /  to not have a home protection plan.

The home protection plan cost of \$ \_\_\_\_\_ will be paid as follows:  
Buyer \_\_\_\_\_ Seller \_\_\_\_\_

The plan will be issued by \_\_\_\_\_ (company) and ordered by \_\_\_\_\_, who may receive compensation of the sale of a home protection plan.

**17. 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.

**18. TAXES/PRORATIONS:** Buyer is aware that property taxes may or may not be based upon Owner Occupied Status.

Any fuel oil or propane stored on the property  will or  will not be prorated to date of closing.

Taxes, rents, road maintenance, water, sewer, or homeowner's association fees, if any are:

To be prorated to \_\_\_\_\_ closing \_\_\_\_\_  Not to be prorated

Tax proration will be based upon the:

previous year's taxes



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- agreed upon amount of \_\_\_\_\_
- most current county information
- new construction estimate
- other \_\_\_\_\_

Buyer and Seller understand that taxes might be different when they are finalized by the county for next year. Tax prorations on Closing Settlement Statement are final.

**19. CLOSING/POSESSION:** Closing date will be on or before on or before July OR Not after 1/31/26 (date) with possession to be given to Buyer on \_\_\_\_\_ closing \_\_\_\_\_ (date).

Closing service fees, if any, are to be paid as follows unless required by VA to be paid by Seller.  
Buyer 50% Seller 50%

Closing services provided by First Dakota Title

**20. PERSONAL PROPERTY:** Any personal property, free of liens and without warranty of condition, shall be transferred to Buyer by a separate Bill of Sale.

**21. INFORMATION DISCLOSURE:** The laws of South Dakota govern this transaction. The sale price and terms may be disclosed to the Local REALTOR® Association/Board of REALTORS® and/or MLS Provider 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.

**22. 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.

**23. DEFAULT:** Upon approval and acceptance of this agreement by Seller(s), if either Party does not complete the purchase as herein agreed, both parties shall have all the remedies allowed under the laws of the State of South Dakota, including but not limited to the right to sue for specific performance, forfeiture of earnest money, or damages. The forfeiture of earnest money does not necessarily relieve the Buyer(s) of their obligation to the Seller(s). SDCL 36-21A-81 states that both parties must agree in writing to release of earnest money.

**24. ADDENDA TO THIS AGREEMENT:** The following documents are addenda to this contract and are attached and become part of this contract by reference. If none, so state.

- Bill of Sale
- FHA/VA Amendatory Clause
- Lead Based Paint Disclosure
- Property Sale Contingency Addendum
- Escalation Clause Addendum
- Assumption/Contract for Deed Addendum
- Other \_\_\_\_\_
- None

**25. OTHER PROVISIONS:** This Agreement is void unless approved by the Waterford School Board on 3/10/25

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SELLER INITIALS [Signature] / \_\_\_\_\_

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