

3703 W 7th Street | Yankton, SD 57078

PURCHASE AGREEMENT'

PURPOSE:

given from Seller to Buyer.

The Purpose of this Purchase Agreement is for Seller and Buyers (whether one or more) to finalize the purchase of Buyers' park model from Owner Executive Park Model Estate, LLC. This Agreement will set forth the terms of the sale and purchase of the Park Model home.

PARTIES:
The parties are: Executive Park Model Estates, LLC as the Seller and the Buyers (whether one or more) are shown below.
Buyers:
(do buyers want ownership in joint tenancy? If so, type in the names followed by "joint tenants with right of survivorship.)
DESCRIPTION OF PARK MODEL AND LOCATION:
The sale is of Park Model # which will be situated on lot sixteen.
The property sold hereunder is the "building/park model home" which will be located on a leased site. There is no land sold between seller and buyer.
This will be a building sold and situated on a leased site.
This transfer and sale of the building, a park model home, will be evidenced by a Bill of Sale

PERSONAL PROPERTY:

The "personal property" included in the sale of this park model home will include a stove, refrigerator, washer and dryer will also be sold as a part of this sale.

PRICE:

Buyers agree to pay Seller \$_____ (words) \$_____ (figures) dollars for the sale of all Seller's rights, title and interest in the above described Park Model home.

POSSESSION:

Ownership of this Park Model home will be vested in Buyer by Seller by this Agreement <u>and</u> the grant of the Bill of Sale from the Seller to Buyers conveying ownership of this Park Model home by Park Model number.

TAXES:

There is no land sold by virtue of this Purchase Agreement. The land taxes will be paid by Executive Park Model Estates, LLC. The Park Model house, known to the Yankton County Director of Assessments as a "building on leased site," will be taxed to Buyers.

CLOSING DATE AND STATEMENTS REGARDING SAME:

"TBD"

INSURANCE:

Seller will continue responsibility for the Park Model house insurance against fire and extended coverage until Buyers have signed the Purchase Agreement and Seller gives the Bill of sale. At that time Seller will no longer be responsible for insuring the Park Model home because Seller's interest will be transferred to Buyers. At that time Seller will no longer have an insurable interest in the property. Buyers are advised to immediately insure the home against fire and extended coverage. Buyers should also purchase liability insurance which may be a part of the fire and extended coverage.

EXECUTIVE PARK MODEL RULES AND REGULATIONS:

By signing this Purchase Agreement, Buyers acknowledge they have been furnished, have read and agreed to the Rules and Regulations of Executive Park Model Estates, LLC. Those Rule and Regulations are incorporated herein by reference. Seller and Buyers agree the Rules and Regulations are for the benefit of all Park dwellers, owners.

UTILITIES:

Park Model Estate Estates, LLC will be responsible for and cover the costs of the sewer, water and garbage. Park Model building owner will be responsible for her/his electrical costs for their Park Model home.

LAWN CARE AND STREET MAINTENANCE:

Seller will provide all reasonable lawn care and reasonable street/road maintenance including reasonable street/road snow clearance. Seller will also be responsible for reasonable street/road maintenance within the park.

STORAGE AREA:

Buyers understand they can rent storage area from Seller.

SEVERANCE:

If any word, phrase, sentence or paragraph should be determined invalid, the remainder of this Purchase Agreement terms and declarations will stay in full force and effect except for the invalid portion. This determination of validity will be made by a Judge and a Court of Law.

CHOICE OF LAW:

This contract shall be construed according to the statutory and case law of South Dakota. There are no liens nor encumbrances on the Park Model/building purchased by this agreement.

Seller is Selling and will transfer all of its right, title and interest in the Park Model home number and this transfer will be made by a fully executed Bill of Sale. The Park Model home

will be transferred free and clear of any liens and encumprances.		
Dated this the day of	, 20	
	Executive Park Model Estates, LLC By its Managing Member	
STATE OF SOUTH DAKOTA		
County of		
signed officer, personally appeared member of Executive Park Mod(off	20, before me,, the under Curt Olivier, who acknowledged himself to be the managing del Estates, LLC, a corporation, and that he, as such icer) being authorized so to do, executed the foregoing instructained, by signing the name of the corporation by himself are of corporate office).	
Witness whereof I hereunto set my ha	and and official seal.	
	Notary Republic My Commission Expires:	
Dated this the day of		
Buyer	Buyer	
STATE OF SOUTH DAKOTA County of, ss:		
appeared	, 20, before me the undersigned officer personally and, known to me or satisfactorily me are subscribed to the within instrument and acknowledged burposes therein contained.	
In witness whereof I hereunto set my	hand and official seal.	
(SEAL)		
	Notary Public My Commission expires:	