

REAL ESTATE PURCHASE AGREEMENT

1. **PARTIES TO CONTRACT – PROPERTY.** This Real Estate Purchase Agreement (“Agreement”) is made and entered into by and between the Baltic Area Development Foundation, a South Dakota nonprofit corporation, hereinafter referred to as (“Seller”) and **Matt Gonsor** hereinafter referred to as (“Buyer”). Upon the terms and conditions set forth herein, Seller agrees to sell, transfer, and convey to Buyer, and Buyer agrees to purchase from Seller, the real estate legally described as: Lot 4A, Block 4, Ex Tract A, of the Keys Addition to the City of Baltic, Minnehaha County, South Dakota. Also known as 100 Lovely Ave, Baltic, South Dakota.
2. **PURCHASE PRICE.** The total purchase price is to be Forty Five Thousand Dollars (\$45,000.00), payable at closing.
3. **FINANCING.** This offer is not contingent upon financing.
4. **APPRAISAL.** This offer is not subject to a property appraisal.
5. **SALE OF BUYER’S PROPERTY.** This offer is not contingent upon the sale or close of property owned by Buyer.
6. **INSPECTION OF PHYSICAL CONDITION OF THE PROPERTY.** Buyer hereby waives the option to have an independent inspector assess the condition of the property and purchases property “As Is”.
7. **DEMOLITION OF STRUCTURES, BUILDING, AND PROPERTY USE.** Buyer hereby agrees to raze the structures currently located on the property within six months of the date of Closing. Buyer hereby agrees to substantially commence building on the Property within one year from the date of Closing and complete building within eighteen (18) months from the date of Closing. Buyer further agrees to use the Property for commercial retail sales, to commence upon completion of building.
8. **COVENANTS TO RUN WITH THE LAND.** Buyer hereby agrees that the foregoing paragraph shall be binding upon all successors, assigns, and purchasers, and that such agreement will be memorialized by covenants recorded on the property title to run with the land. Should Buyer, its successors or assigns, fail to meet the conditions of sale, the City of Baltic or Seller, its successors or assigns, will have the right to purchase the Property from Buyer for the same purchase price specified herein.
9. **SURVEY.** Buyer waives survey of the property.
10. **TAXES/PRORATIONS.** 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.
11. **TITLE.** Seller will furnish good and sufficient marketable title conveyed by Warranty Deed or other sufficient conveyance instrument acceptable to Buyer, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the property. Seller agrees to pay for all applicable State Transfer Tax required for transfer. Lender’s Title Insurance will be based on the loan amount and Owner’s Title Insurance policy will be based on the purchase price. **The cost of such title insurance policies will be split and paid equally between the Buyer and Seller.**
12. **CLOSING/POSSESSION.** Title and Closing Services shall be provided by **Anthem Title Escrow Services** (“Title Company”). Closing will occur on or before **January 1, 2025**, at Title Company, with possession to be

given to Buyer at time of closing. Seller agrees to maintain the property in a condition comparable to its present condition and agrees that Buyer will have the opportunity for a personal inspection prior to closing. Seller agrees to maintain any existing insurance coverage on property until time of closing.

Closing service fees will be split and paid equally between Buyer and Seller.

13. **ASSESSMENTS.** Any assessments 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.

14. **GOVERNING LAW.** The laws of the State of South Dakota govern this transaction.

15. **ENTIRE AGREEMENT.** This constitutes an offer to purchase the property described. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

Date: _____

By:
Its:

ATTEST:

By:
Its:

BUYER:

Date: _____

Matt Gonsor