



**THE WILDS RV RESORT  
AT BARTLETT**

**PURCHASE  
AGREEMENT**

and   
*(print name of purchaser)* *(print name of purchaser)*

of   
*(print street address of purchaser)*

, ,   
*(city)* *(state)* *(zip code)*

hereinafter referred to as Purchasers; hereby agrees to purchase the real property described as:

Lot , The Wilds RV Park, located in part of the NE1/4 SE1/4 and in part of the SE1/4 SE1/4 of Section 5, Township 70 North, Range 43 West of the 5<sup>th</sup> P.M., Fremont County, Iowa, according to Final Plat recorded as Document 20070986 in Fremont County Recorder's Office.

from **THE WILDS DEVELOPMENT BARTLETT, LLC**, PO Box 28, Brookings, South Dakota 57006, hereinafter referred to as Seller; subject to the following terms and conditions:

- Purchase Price.** The total purchase price is to be \$ .

2. **Landscaping Credit.** The Seller shall credit to purchaser at closing a landscaping credit of \$ . The landscape credit shall be used for the improvements as shown on page 6 of this purchase agreement.

The Purchaser(s) agree to enter into a contract prior to or at closing to complete all improvements within six months of closing. The Purchasers must install a concrete driveway, pad, sprinkler system and electrical utility box to be installed on the lot. If the construction is not complete prior to closing the money shall be held in escrow until the work is complete. After proof of payment in full to the concrete contractor and sprinkler installer and proof of completion of work required, the escrow agent may release any money remaining in escrow to the Purchaser. The Seller upon request of the escrow agent or Purchaser shall confirm in writing to the escrow agent that the concrete driveway, pad and sprinkler system is complete.

Confirmation may be made through e-mail by Seller to escrow agent. The Purchaser(s) shall be responsible for any landscaping and other improvement costs over the amount of the credit. The Purchaser(s) may request additional improvements and said improvements shall be listed on Page 6 of this purchase agreement or as amended. After executing this purchase agreement the Sellers will contact contractors to provide a bid for all improvements and Purchasers shall have the final choice in concrete and landscaping improvements. The amounts listed on page 6 of this purchase agreement are estimates only and the amount may change prior to construction. The Sellers will obtain written bids from all contractors prior to work beginning and Purchasers will have the opportunity to review and approve all bids.

3. **Earnest Money.** Seller acknowledges receipt of \$1,000.00 per lot as earnest money. The parties acknowledge that the earnest money is a fair amount for liquidated damages for Sellers agreeing to take the above referenced property off the market and list it as sale pending. Sellers shall not be entitled to further damages (money) from purchaser(s) if the Purchaser(s) do not proceed with the purchase of the real property except for reimbursement for all improvements made to the lot prior to closing. If improvements are made to the above lot prior to closing at the request of Purchasers and the Purchaser fails to close the Purchasers shall be jointly and individually liable for the

payment of all improvements to the contracts who performed the improvements.

4. **Closing Date.** The initial closing date of the lots shall be on or before

, 200 .

Possession of said lot shall be given to Purchasers on the date of closing. The closing may be continued for a reasonable amount of time if the Sellers have not completed all improvements including bringing utilities to the lot. If the closing is continued due to the lot not being completed the closing shall occur within thirty (30) days after Sellers notify Purchasers in writing that the improvements are complete.

5. **Title.** The Sellers agree to perfect the title so that upon conveyance, title shall be deemed marketable in compliance with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party. Buyer may choose to close without title insurance or updated abstract or choose to order title insurance in which case the costs shall be paid by Purchaser or choose to have an attorney's opinion in which case the Seller shall have the abstract continued to and including the date of acceptance of this agreement and delivered to an attorney selected by Purchaser for an opinion at Purchaser's costs. The average costs for title insurance is \$300.00. The Purchasers shall be responsible for the cost of closing services with a title or escrow company and the average cost for closing services is \$150.00 with additional costs if a lender is placing a mortgage on the lot. The Purchasers may also choose to proceed to closing through the mail with the Seller at no costs.
6. **Real Estate Taxes.** The Seller shall pay all real estate taxes and liens for prior years and all those that are due and payable on the date of closing. The Seller further agrees to pay the 2007 real estate taxes due in 2008. The Purchaser(s) shall be responsible for paying the 2008 real estate taxes due in 2009 and each year thereafter.
7. **Building Restrictions and Covenants.** Sellers shall convey to Purchaser(s) the described property subject to building restrictions,

easements, covenants, reservations, and rights of way of record at the time of closing against said property. No permanent structure may be constructed on property below the levy located within the Missouri River Floodway. The Purchasers have been informed that the property could flood in Purchaser(s) are aware Sellers will be filing covenants and restrictions prior to closing and Sellers have provided a copy to purchasers of the proposed covenants and restrictions. Purchasers must have current, valid, vehicle license plates, have wheels attached, and be ready for immediate towing at all times. Utility connections must be of a quick-disconnect type and must be capable of being shut off and detached in less than one hour. No fixed attachments may be connected to RV's.

8. **Flooding.** Purchasers acknowledge that the RV lots located below the levy are located within the Missouri River Floodway. Purchasers assume and accept all risks of flood and water damage or loss to person or property of Purchasers, their guests or invitees and waive any claim of damages arising as against the Seller and any governmental entity, agency, or lot owner association or subdivision.
  
9. **Utilities and Association Fees.** Purchaser(s) acknowledges they are responsible for contracting for electricity service from MidAmerican Energy at (888) 427-5632 for the RV lot. Each lot will have electricity stubbed to the lot including cable and a box. The purchaser shall be required to contract with a licensed electrician to wire their individual box and shall be responsible to purchase and install the desired plugs and circuit breaker. There is a requirement that each lot have a minimum electrical box providing separate 50/30/20 AMP service and two 110 plugs and the cost to the Purchasers at closing is a minimum of \$370 for the box and electrician to install the box. Note that one of the 110 plugs will be used to power the sprinkler system. The Purchasers may also upgrade the box but shall be responsible for the costs of all upgrades to a licensed electrician. The lots at the Wilds will be developed with sewer, water and electricity to the lot at the time of closing. The developers shall pay all association fees for the Purchaser(s) in 2007 and the association fees for 2008 shall be \$500.00 to cover the costs of maintenance of common areas, sewer, and water including maintenance of the well and pumps. The annual association fee shall be billed in January and due February 1, 2008 and each year thereafter. Purchaser(s) shall be responsible for installing a concrete driveway or other approved hard surface and RV

pad and sprinkler system within six (6) months of closing and Seller shall provide a credit to Purchaser(s) pursuant to paragraph 2 above.

10. **Loan Process.** The Purchaser hereby gives the Seller permission to monitor the loan and closing process and have direct contact concerning closing with any bank or financial institution of the Purchaser.
  
11. **The Agreement.** This agreement shall in no manner be construed to convey the property, to create a lien thereon, or to give any right to take possession thereof beyond that stated in this agreement. This contract constitutes the entire understanding and agreement. This contract supercedes all previous written or oral discussions and understandings between the parties. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Time is the essence of this contract.

Dated \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

Dated \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

THE WILDS DEVELOPMENT  
BARTLETT, LLC

Dated \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_

Its \_\_\_\_\_

## IMPROVEMENT LIST FOR LOT

<b>ELECTRICAL BOX</b>		
Standard 50/30/20/110		\$370.00
Box Upgrade		\$ _____
<b>SPRINKLER SYSTEM</b>		\$1,150.00
<b>CONCRETE</b>		
Driveway _____ by _____		\$ _____
Parking Pad _____ by _____		\$ _____
Patio Pad _____ by _____		\$ _____
Cutout Pad _____ by _____		\$ _____
Other _____ by _____		\$ _____
Other _____ by _____		\$ _____
Rebar		\$ _____
<b>LANDSCAPING</b>		
Cutout (lots 1-39 only) \$400.00		\$ _____
Cutout retaining wall		\$ _____
Fire Pit		\$ _____
Other landscaping		\$ _____
SHED – STANDARD \$1,950 Installed		\$ _____
BOAT DOCK – STANDARD \$6,800 Installed		\$ _____
STAIRS – STANDARD \$2,000 Installed		\$ _____
OTHERS - _____		\$ _____

- All amounts listed above are estimates only. The price of the standard electrical box and sprinkler system are fixed prices for 2007. The Sellers will obtain written bids for all items listed above before improvements begin.
- All Purchasers must escrow enough money at the time of closing to pay for the electrical box, sprinkler system and concrete driveway and parking pad (minimum concrete improvements required).

### INFORMATION ON PURCHASER

**(PLEASE PRINT INFORMATION REQUESTED)**

NAME \_\_\_\_\_

SPOUSES NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

EMPLOYER \_\_\_\_\_

SPOUSES \_\_\_\_\_

EMPLOYER \_\_\_\_\_

PHONE NUMBERS: HOME \_\_\_\_\_

WORK \_\_\_\_\_

WORK \_\_\_\_\_

CELL \_\_\_\_\_

EMAIL \_\_\_\_\_

TITLE INSURANCE & ABSTRACT. Note neither title insurance or updated abstract are required for closing but either or both can be obtained at the request of, and cost to the Purchaser.

DO YOU WANT US TO ORDER TITLE INSURANCE? \_\_\_\_\_

IS THIS A CASH CLOSING OR ARE YOU FINANCING THE PURCHASE OF THE RV LOT? \_\_\_\_\_

DO YOU NEED HELP OBTAINING FINANCING? \_\_\_\_\_

\* IF YOU HAVE ANY QUESTIONS ABOUT THE CLOSING OR THE PROPERTY PLEASE CALL JOEL MULLETT AT 402-850-7914, TIM HOGAN AT 605-690-0969 OR FARON MCFARLAND AT 605-690-1465. THE PURCHASE AGREEMENT MAY BE SIGNED AND MAILED TO TIM HOGAN, THE WILDS DEVELOPMENT, PO BOX 28, BROOKINGS, SD 57006.