

**REAL PROPERTY PURCHASE AGREEMENT BETWEEN CITY OF
RAPID CITY AND THANE ROARK AND JENNIFER ROARK**

This Agreement is made this ____ day of _____, 2022, by and between the **CITY OF RAPID CITY**, a municipal corporation of the State of South Dakota, of 300 Sixth Street, Rapid City, South Dakota 57701 (“City” or “Buyer”), and **THANE ROARK and JENNIFER ROARK**, husband and wife, of 3238 Hall Street, Rapid City, SD 57702 (“Sellers”).

1. Purpose. The purpose of this Agreement is to fix the terms and conditions under which the Sellers agree to sell and the Buyer agrees to buy the property described in Section 2.

2. Property. The property to be conveyed is described as follows:

**Lots 3 and 4 in Block 6 of Lampert’s Addition to the City of Rapid City,
Pennington County, South Dakota.**

referred to herein as the “Property.”

3. Purchase of Property. As consideration for the Property, the City shall pay the sum of Forty Five Thousand Dollars and No Cents (\$45,000.00), which consideration shall be paid by check at Closing.

4. Closing. The closing of this transaction (“Closing”) shall take place at the office of First American Title Company, Rapid City, SD (“Title Company”). At the time of execution of this Agreement, the parties intend to have the Closing on or before November 14, 2022. However, the parties may mutually agree to extend the Closing date to an agreeable date.

5. Transaction Fees and Costs. Sellers shall pay the following costs to close this transaction: (a) all outstanding bills and liens against the Property, including, but not limited to those discussed in Section 6; (b) one-half (1/2) of the closing fee charged by the Title Company; and (c) any attorney’s fees incurred by Sellers in connection with this transaction.

Buyer shall pay the following costs to close this transaction: (i) the cost of the title insurance for the Property; (ii) any recording fees; and (iii) one-half (1/2) of the closing fee charged by the Title Company.

This transaction is exempt from transfer fees pursuant to SDCL 43-4-22(2).

6. Taxes. All taxes and other assessments for the year 2022 and prior years shall be paid by Sellers at or before closing. All of said taxes and other assessments for the year 2023 shall be prorated to the date of closing.

7. Title. Sellers warrant that they have or will have prior to the date of closing designated herein good and merchantable title to all of the property described in Part 2 hereof according to the title standards adopted by the State of South Dakota, subject only to such

easements, covenants, rights-of-way, restrictions and reservations as are acceptable to the Buyer in its sole discretion. Sellers agree that all mortgages and liens will be paid, satisfied, or removed from the Property in advance of their transfer of the Property to Buyer.

Buyer shall request a Commitment for Title Insurance in adequate time to review in advance of the scheduled closing. Buyer shall timely inform Sellers of any objections to the title of said Property at least seven (7) days prior to closing. If Buyer does not provide such notice of any objections to Sellers, then it will be presumed that Buyer will accept title to said Property as provided in said Commitment for Title Insurance, subject to the satisfaction of any mortgages and other encumbrances and payment of taxes as provided herein, all to be accomplished at closing.

Buyer intends to obtain a policy of title insurance in conformance with the title required herein in an amount equal to the purchase price agreed upon for the real property described in Part 3.

8. Deed. Upon receipt of the agreed upon consideration, Sellers shall deliver to Buyer a warranty deed transferring any and all interest of Sellers in said property to Buyer. Buyer shall prepare the warranty deed.

9. Possession. Buyer may assume possession of the property upon delivery of the deed.

10. Mineral, Timber and Water Rights. All mineral, timber and water rights possessed by Sellers appurtenant to the Property shall be transferred to Buyer. Sellers makes no warranties or representations as to the existence or extent of such rights.

11. Integration. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, negotiations, and understandings, whether written or oral, relating to the subject matter hereof.

12. Amendments. The provisions of this Agreement may be modified only by written agreement signed by the parties.

13. Survival. The terms of this Agreement shall survive closing of the transaction.

14. Waivers. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof.

15. Cumulative Remedies. The rights and remedies under this Agreement are in addition to and not exclusive of any other rights, remedies, powers and privileges, whether at law or in equity, under this Agreement or otherwise, that any party may have against another. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. No waiver of any breach or default of any

covenant or agreement hereunder shall be deemed a waiver of any preceding or subsequent breach or default of the same or any other covenant or agreement.

16. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement.

17. Counterparts. This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.

18. Further Action. The parties covenant and agree that each shall execute and deliver such further instruments or documents as shall be necessary or convenient to effectuate the purposes contemplated by this Agreement.

19. Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any party. The headings and numbering of the different paragraphs of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision. The parties agree that each party has reviewed this Agreement and has had the opportunity to have its counsel review the same. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

20. Severability. The invalidity of all or any part of any section of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section. If any provision of this Agreement is held to be unenforceable for any reason, it shall be modified rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible.

21. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the state of South Dakota, without regard for its choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach of the terms thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the state of South Dakota, without regard for its choice-of-law principles. Any dispute relating to or arising out of this Agreement, or the breach of the terms thereof, shall be decided solely and exclusively by the Circuit Court located in Rapid City, South Dakota.

22. Recording. This Agreement may be recorded by any party hereto.

23. Survey. The City shall have the option to have the property surveyed by the surveyor of its choice. Sellers shall also provide to the City copies of any and all surveys, plats and similar documents in their possession and relevant to the above-described property.

Dated this ____ day of _____, 2022.

THANE ROARK

JENNIFER ROARK

State of South Dakota)
) ss.
County of _____)

On this the ____ day of _____, 2022, before me, the undersigned officers, personally appeared Thane Roark and Jennifer Roark, known satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

Notary Public - South Dakota
My Commission Expires _____

Dated this ____ day of _____, 2022.

CITY OF RAPID CITY

Steve Allender, Mayor

ATTEST

Interim Finance Director

(seal)

State of South Dakota)
) ss.
County of Pennington)

On this the ____ day of _____, 2022, before me, the undersigned officer, personally appeared Steve Allender and Tracy Davis, who acknowledged themselves to be the Mayor and Interim Finance Director, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Interim Finance Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

Notary Public - South Dakota
My Commission Expires _____