

**REAL PROPERTY PURCHASE AGREEMENT BETWEEN
THE CITY OF RAPID CITY AND CARLA AND RYAN BARBER**

1. Parties. The parties to this Agreement are the **CITY OF RAPID CITY**, a South Dakota municipal corporation of 300 Sixth Street, Rapid City, SD 57701, (hereinafter "Buyer"), and **CARLA BARBER and RYAN THOMAS-HENRY BARBER**, of 6555 Wellington Court, Rapid City, SD 57702 (hereinafter collectively "Seller").

2. Purpose. The purpose of this Agreement is to fix the terms and conditions under which the Seller agrees to sell and the Buyer agrees to buy the property described in Part 3 hereof.

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

**Lots 17 and 18 in Block 8 of Nowlin and Wood's Addition to the City
of Rapid City, Pennington County, South Dakota**

commonly known as 103 East Anamosa Street, Rapid City, SD and referred to herein as the "Property."

4. Consideration. As consideration for the conveyance of the Property, Buyer shall pay to Seller the sum of One Hundred Twenty-nine Thousand, Five Hundred Dollars (\$129,500.00), which consideration shall be paid in cash at closing.

5. Closing. The closing of this transaction shall take place at the office of First American Title Company at such time as mutually agreed, on or before March 31, 2017.

6. Transaction Costs and Fees. All closing costs and fees shall be paid by Seller. Any recording fee shall be paid by Buyer. This transaction is exempt from transfer fees pursuant to SDCL § 43-4-22(2).

7. Possession. Buyer may assume possession of the property upon closing of the transaction.

8. Title. The Seller warrants 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 3 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.

Seller shall request a Commitment for Title Insurance, which shall be delivered to Buyer at least twenty-one (21) days prior to closing. Buyer shall inform Seller 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 the Seller, 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.

Seller shall 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 hereof, and a copy of said policy shall be delivered to Buyers for examination within thirty (30) days after the date of closing.

9. Warranty Deed. Seller shall convey title to the Buyer at closing in conformance with the requirements hereof by a good and sufficient Warranty Deed.

10. Taxes. All taxes and assessments shall be paid by the Seller at or before closing. Taxes and assessments accrued but not yet due shall be credited to Buyer at closing.

11. Agents and Attorneys. This purchase was not accomplished through a real estate broker or listing service. Any commissions or fees owing to any person, agent or attorney relative to this transaction are to be paid by the party responsible for engaging or employing such person, agent or attorney.

12. Default. In the event Buyers fail to close for reasons which constitute default by the Buyer under this Agreement, and Seller is not in default under this Agreement, Seller shall give ten (10) days written notice of such default to Buyer. If Buyer does not cure the default as set forth in such notice within ten (10) days thereafter, Seller may terminate this Agreement by written notice to Buyer. In the event Seller fails to close the transaction, or in any other way defaults under this Agreement, and provided Buyer is not in default, Buyer shall give ten (10) days written notice of such default to Seller. If Seller does not cure such default within such ten (10) day period, Buyer shall have the right to maintain and exercise all legal and equitable rights available to it under the laws of the State of South Dakota for Seller's breach, including the right to specific performance

13. Environmental Warranties. Seller warrants that they have not stored, released or discharged, nor do they have any knowledge of the storage, release or discharge of any pollutants, contaminants or hazardous wastes on the property. The Buyer shall have the option to complete an environmental assessment of the property prior to closing. If the results of the environmental assessment are not satisfactory to the Buyer, Buyer, in its sole discretion, shall have the right to rescind and cancel this Agreement. Any notice of such rescission shall be given to Seller prior to closing. The warranties in this paragraph shall survive the closing.

14. Care of the Property. Seller shall be responsible for keeping the property in good repair and in a neat and clean condition at least equal to its present condition through the date of closing.

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

16. Amendments. The provisions hereof may be modified only by written agreement signed by both parties.

17. Third Parties. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties hereto, their respective successors, and permitted assigns, any legal or equitable rights hereunder.

18. Waivers. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party waiving such term or provision.

19. 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.

20. Force Majeure. Neither party shall be liable for any delay or failure in performance due to any reason or unforeseen circumstance beyond the affected party's reasonable control, including shortages or delays in obtaining materials from suppliers that cannot reasonably be cured by obtaining the needed materials from another source, work stoppages not involving employees of either party that cannot reasonably be overcome, fires, riots, rebellions, wars, acts of terrorism, accidents, explosions, floods, storms, acts of God, and similar occurrences. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

21. 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.

22. 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.

23. 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.

[Signature pages follow]

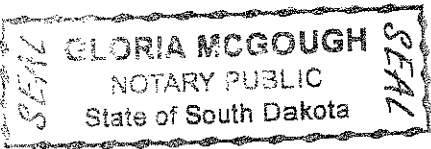
Dated this 28 day of Dec, 2016.

Carla Barber
CARLA BARBER

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

On this the 28 day of Dec, 2016, before me, the undersigned officer, personally appeared CARLA BARBER, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(seal) 

Gloria McGough
Notary Public – South Dakota My Commission Expires
My Commission Expires July 17, 2018

Dated this _____ day of _____, 20____.

RYAN THOMAS-HENRY BARBER

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

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared RYAN THOMAS-HENRY BARBER, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same 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 _____, 20__.

CITY OF RAPID CITY

Steve Allender, Mayor

Attest:

Pauline Sumption, Finance Officer

(seal)

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

On this the _____ day of _____, 20__, before me, the undersigned officer, personally appeared Steve Allender and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing Agreement for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

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

(seal)

Notary Public, South Dakota
My Commission Expires: _____