

AGREEMENT

MICHAEL J. BOWERS and VICKY I. BOWERS, husband and wife, of 5575 Wildwood Drive, Rapid City, South Dakota, 57702, ("Bowers"), agrees to sell to the City of Rapid City, and the CITY OF RAPID CITY, a municipal corporation, ("City"), of 300 Sixth Street, Rapid City, South Dakota, 57701, agrees to purchase the following described real property:

Lot H1 of Lot Five R (5R), Block Two (2) of Wildwood Subdivision, Rapid City, Pennington County, South Dakota, containing .023 acres, more or less.

The City will pay to Bowers the sum of Three Thousand Five Hundred Dollars (\$3,500.00) for the above-described H lot.

Dated this _____ day of _____, 2001.

BOWERS:

Michael J. Bowers

Vicky I. Bowers

CITY OF RAPID CITY

By: _____
Jerry Munson, Mayor

ATTEST:

Finance Officer

(SEAL)

State of South Dakota)
 SS.
County of Pennington)

On this the _____ day of _____, 2001, before me, the undersigned officer, personally appeared Michael J. Bowers and Vicky I. Bowers, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota)
 SS.
County of Pennington)

On this the _____ day of _____, 2001, before me, the undersigned officer, personally appeared Jerry Munson and James F. Preston, 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 instrument 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.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE
10-7-3-01

CERTIFICATE OF REAL ESTATE VALUE [SDCL 7-9-7(4)]

STATE OF SOUTH DAKOTA, COUNTY OF PENNINGTON

COURTHOUSE USE ONLY
Book Page
Date and No.

Seller(s): MICHAEL J. & VICKY L. BOWERS Phone No.

Current Mailing Address: 5575 WILDWOOD DRIVE RAPID CITY SD 57702
(Street/Box) City State Zip Code

Buyer(s): CITY OF RAPID CITY Phone No.

Current Mailing Address: 300 SIXTH STREET RAPID CITY SD 57701
(Street/Box) City State Zip Code

Buyer New Mailing Address (if different than above):
(Street/Box) City State Zip Code

Will property be accepted by buyer on November 1?
YES NO
Signature - Must be signed by BUYER ONLY

Legal Description (Please include the number of acres for unplatted properties):

LOT H1 OF LOT 5R, BLOCK 2, WILDWOOD SUBDIVISION, RAPID CITY, PENNINGTON COUNTY, SD

Date of instrument:

Type of Instrument

- Contract for Deed
Mineral Deed
Warranty Deed
Executor's Deed
Quit Claim Deed
Trustee's Deed
Administrator's Deed
Gift
Other (specify)

Property is currently classified as owner-occupied? YES X NO
And BUYER will retain owner-occupied status? YES X NO
Was this property offered for sale to the general public? YES NO X
Relationship between buyer and seller? YES NO X
Was this property sold by: OWNER X AGENT

Type of Buyer Financing

- Conventional Bank Loan
FHA, FmHA, SDHA Loan
Like Kind Exchange
Cash Sale
Farm Credit Service

Actual Consideration Exchanged: exempt

In the blanks below, list any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises). Use back of form if more room is needed:

Is this an assumed mortgage?

If none of the above - terms of payment -
Contract for Deed
Down Payment \$
Monthly/Yearly Payment \$
Interest Rate
No. of Payments
Balloon Payment \$

Adjusted price paid for real estate: \$

(Signature of Seller, Buyer, or agent of)

(Date)

QUIT CLAIM DEED

MICHAEL J. BOWERS and VICKY L. BOWERS, husband and wife, 5575 Wildwood Drive, Rapid City, South Dakota, 57702, Grantors, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, convey and quit claim to the CITY OF RAPID CITY, a municipal corporation, of 300 Sixth Street Street, Rapid City, South Dakota, 57701, all interest in the following described real estate in the County of Pennington in the State of South Dakota:

All right, title, and interest to Lot H1 of Lot Five R (5R),
Block Two (2) of Wildwood Subdivision, Rapid City,
Pennington County, South Dakota.

EXEMPT FROM TRANSFER FEE: SDCL Section 43-4-22(2)

Dated this _____ day of _____, 2001.

Michael J. Bowers

Vicky L. Bowers

State of South Dakota)
 SS.
County of Pennington)

On this the _____ day of _____, 2001, before me, the undersigned officer, personally appeared Michael J. Bowers and Vicky L. Bowers, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

STATE OF SOUTH DAKOTA
COUNTY OF PENNINGTON

)
) SS. TEMPORARY CONSTRUCTION
) EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MICHAEL J. BOWERS and VICKY L. BOWERS, of 5575 Wildwood Drive, Rapid City, South Dakota, Grantors, hereby grant to the CITY OF RAPID CITY, the Grantee, of Rapid City, Pennington County, South Dakota, its agents, employees, and contractors, a temporary construction easement consisting of approximately .118 acres, over and across the following described real property:

A portion of Lot Five R (5R), Block Two (2) of Wildwood Subdivision, Rapid City, Pennington County, South Dakota.

The Grantors grant to the City of Rapid City a Temporary Construction Easement through, under, over, and across the aforescribed real property for the purpose of constructing the improvements as shown on the plans for the City Project No. WSS00-943, Wildwood Street and Utilities Construction Project - grading, surfacing, curb and gutter, storm sewer, water main, water transmission main, and sanitary sewer main.

The City shall perform all work in a workmanlike manner and as nearly as reasonably possible to return the surface of the ground to the condition as it existed prior to the granting of this easement. This easement shall include the right to do those things reasonably necessary to effectuate its purpose.

This Temporary Easement shall be effective from the date of signing through substantial completion which will occur on or before July 1, 2002.

Dated this _____ day of _____, 2001.

GRANTORS:

Michael J. Bowers

Vicky L. Bowers