

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND JEFFREY AND
JACQUELINE NETTLETON FOR PURCHASE OF LOT B OF LOT 4 CLEGHORN
CANYON #2 FOR JACKSON SPRINGS WATER TREATMENT PLANT.**

This Agreement is made and entered into by and between the City of Rapid City (the "City"), a municipal corporation of the State of South Dakota, located at 300 Sixth Street, Rapid City, South Dakota 57701, and Jeffrey and Jacqueline (the "Nettletons") Nettleton, husband and wife, located at P.O. Box 226, Piedmont, South Dakota 57769.

WHEREAS, the Nettletons own real property legally described as Lot B of Lot 4, Block 2 of Cleghorn Canyon No. 2, Rapid City, Pennington County, State of South Dakota; and

WHEREAS, the City needs to acquire this lot in order to construct the Jackson Springs Water Treatment Plant; and

WHEREAS, the Nettletons have agreed to sell this lot to the City under certain terms and conditions which the City has agreed to accept.

NOW THEREFORE, the parties hereby agree as follows:

1. The Nettletons will convey to the City by quit claim deed fee title to Lot B of Lot 4, Block 2 Cleghorn Canyon No. 2 subdivision. In exchange for this lot, the City agrees to compensate the Nettletons \$69,300.00.
2. The Nettletons will retain a 24ft wide access easement along the entire western edge of this lot. The City shall prepare an easement document which will be filed simultaneously with the deed. The Nettletons will be responsible for constructing any improvements necessary to make the easement useful, such as a driveway and will also be responsible for obtaining an access approach permit from Pennington County along with any other authorizations or permits which may be necessary.
3. The parties agree to vacate the existing private lane immediately north of Lot B, excluding the portion of the lane immediately north of the access easement. The private lane will remain in place north of Lots A and C. The City shall be responsible for preparing all documents and doing all those things reasonably necessary to vacate the private lane. The Nettletons agree to cooperate with the City in its efforts to have the private lane vacated and to sign any documents necessary to do so.
4. The parties may undertake any legal or equitable action available to enforce the provisions of this agreement in addition to any remedy provided herein.
5. This Agreement represents the entire agreement of the parties. No other writing is a part of this Agreement. All other prior representations, writings, oral statements or negotiations have been merged into this document and are either included herein or intentionally excluded.

6. The parties' rights and obligations under this Agreement shall be governed by, and construed in accordance with, the laws of the State of South Dakota. Any dispute concerning this Agreement shall be venued and litigated in the Circuit Court for the Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

DATED this ____ day of _____, 2009.

CITY OF RAPID CITY

Alan Hanks, Mayor

ATTEST:

Finance Officer

(SEAL)

Jeffrey Nettleton

Jacqueline Nettleton

State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 2009, before me, the undersigned officer, personally appeared Alan Hanks 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 Agreement Consenting to Assessed Project 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:

State of South Dakota)
 ss.
County of Pennington)

On this the _____ day of _____, 2009, before me, the undersigned officer personally appeared Jeffrey Nettleton and Jacqueline Nettleton, 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: