

PREPARED BY      City Attorney's Office  
                          300 Sixth Street  
                          Rapid City, SD 57701  
                          (605) 394-4140

**REAL ESTATE PURCHASE AGREEMENT BETWEEN  
 THE CITY OF RAPID CITY AND DAVID L. AND VALARIE L. BROWN**

1.     **PARTIES:**    The parties to this Real Estate Sale Agreement (hereinafter the “Agreement”) are David L. and Valarie L. Brown, of P.O. Box 616, Faith, SD 57626, (hereinafter the “Sellers”), and the City of Rapid City, of 300 Sixth Street, Rapid City, SD 57701, (hereinafter the “Buyer”).

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 Section 3.

3.     **PROPERTY:**    The property which is the subject of this Agreement is located in Rapid City, South Dakota and is legally described as follows:

**Lots 1 through 7 in Block 2 of Mallow Addition, Pennington County, South Dakota.**

4.     **CONSIDERATION:** In addition to the mutual covenants and conditions contained herein, the purchase price of the real property described in this Agreement is Twenty-One Thousand Dollars (\$21,000.00). The Buyer will pay to the Sellers the purchase price at the time of closing.

5.     **TITLE:**        The Sellers warrant that they have, or will have prior to the date of closing, 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 Buyer.

The Buyer 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.

6.     **TITLE INSURANCE PREMIUM:** The Buyer agrees to pay the title insurance

premium for the policy of title insurance required by Section 5 hereof.

7. **TAXES AND ASSESSMENTS:** All taxes and other assessments for the year 2009 and prior years shall be paid by the Seller at or before closing. All taxes and other assessments for the year 2010 shall be prorated to the date of closing. Sellers warrant there are no unpaid assessments, recorded or unrecorded, on the property.

8. **WARRANTY DEED:** Sellers shall convey title to the Buyer at closing in conformance with the requirements hereof by a good and sufficient Warranty Deed. Buyer shall pay the recording fees for the Deed. The Buyer and Seller agree that any liens, mortgages or other encumbrances shall be paid in full from the sales proceeds at the time of closing.

9. **POSSESSION:** Buyer shall receive possession of the property at time of closing.

10. **CLOSING:** The closing of this transaction shall take place at the office of Pennington County Title Company at such time as mutually agreed, on or before October 8, 2010. The Buyer agrees to pay all closing costs.

11. **ENVIRONMENTAL WARRANTY:** Sellers warrant 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.

12. **AGENTS AND ATTORNEYS:** No realtor, broker or agent was enlisted for the sale of this property, and no commission or fees are owing to any person relative to this Agreement. Each party shall be responsible for their own attorney's fees incurred relative to this Agreement.

13. **SELLER'S DEFAULT:** In the event the Sellers fail 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 them under the laws of the State of South Dakota for Seller's breach, including the right to specific performance.

14. **INTEGRATION:** This writing constitutes the entire Agreement between the parties and there are no other oral or collateral agreements or understandings of any kind or character except those contained herein.

15. **AMENDMENTS:** The provisions hereof may be modified only by written agreement signed by the parties.

16. **BINDING EFFECT:** This Agreement shall extend to and be binding upon the heirs, administrators, personal representatives, successors, and assigns of the parties hereto.

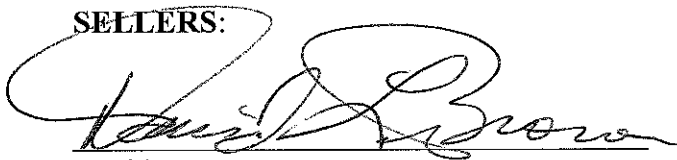
17. **HEADINGS:** The paragraph headings contained herein are inserted for convenience only and do not constitute a part of this Agreement.

18. **VENUE AND CHOICE OF LAWS:** 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.

19. **SURVIVAL:** The terms of this Agreement shall survive closing of the transaction.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**SELLERS:**



David L. Brown



Valarie L. Brown

**BUYER:**

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

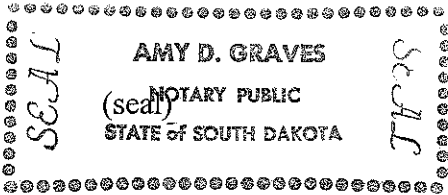
\_\_\_\_\_  
Finance Officer

(SEAL)

State of South Dakota )  
County of Pennington ) ss.

On this the 2<sup>nd</sup> day of September, 2010 before me, the undersigned officer, personally appeared David L. and Valarie L. Brown, 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.



Amy D. Graves  
Notary Public My Commission Expires January 30, 2012  
My Commission Expires: \_\_\_\_\_

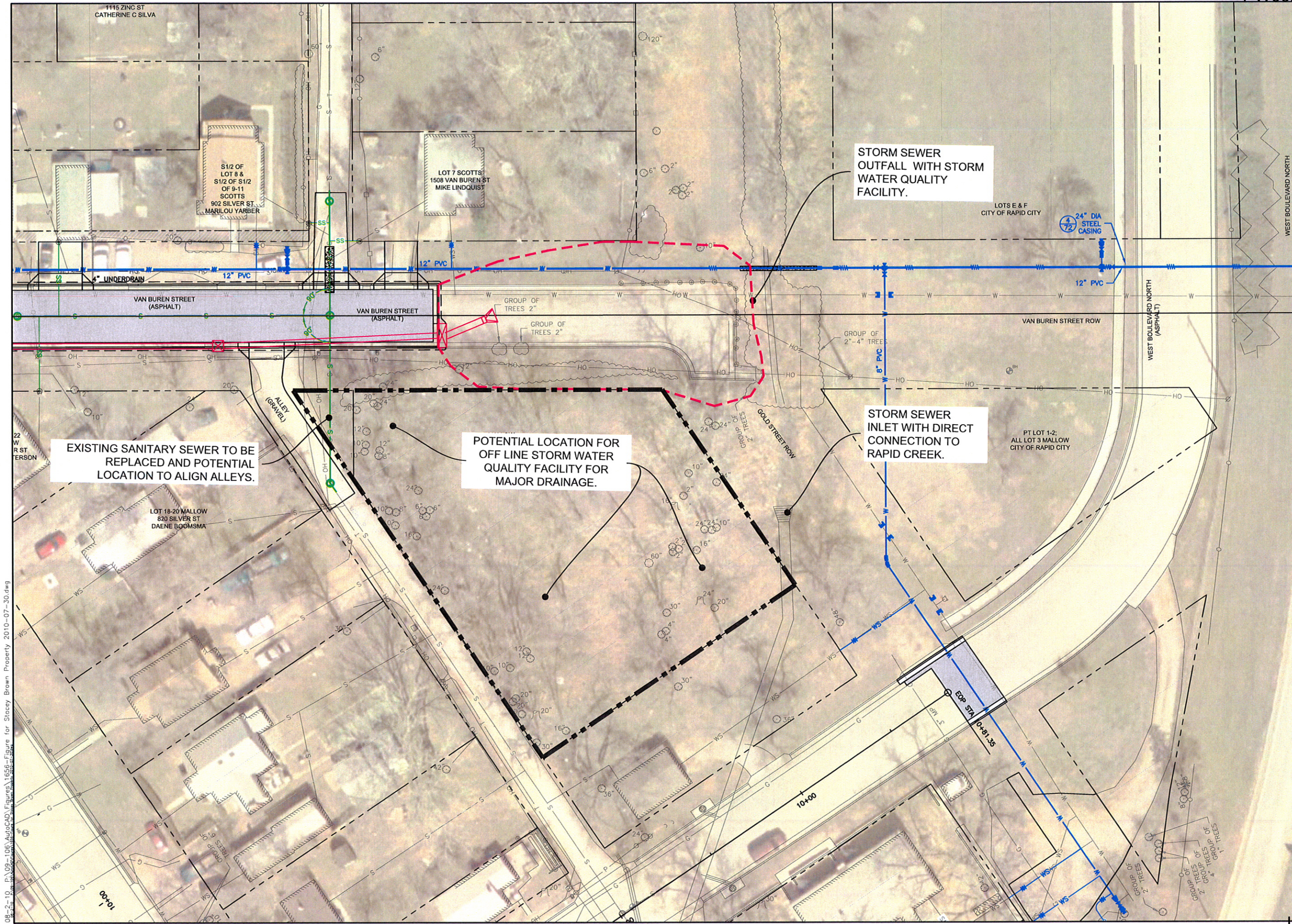
State of South Dakota )  
County of Pennington ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned officer, personally appeared Alan Hanks and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City 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 as such Mayor and Finance Officer of the City of Rapid City.

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

(seal)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



Prepared for:  
Public Works Department  
City of Rapid City

Prepared by:  
**Ferber Engineering, Inc.**  
Civil Engineering • Water Resources • Transportation • Land Surveying • GIS  
729 East Waterman St., Rapid City, SD 57701 • Phone: (605) 343-2311

Scale: AS SHOWN

Designed By: JRV  
Drawn By: DRS

Design Date: JUNE 2009  
Print Date: 08-2-10

Internal Job No: J09-106

Surveyed By: SLA/JUB  
Survey Date: MAY 2009

Revisions:

LOT FOR CONSTRUCTION

**SILVER STREET AREA UTILITY IMPROVEMENTS**

Sheet Title:  
BROWN PROPERTY  
LOTS 1-5 AND THE NORTH 1/2 OF LOT 6 MALLOW ADDITION

Sheet:  
1 of 1

08-2-10 10:09:10 AM AutoCAD Figures\1656-Figure for Stacey Brown Property 2010-07-30.dwg

SSW07-1656