

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF RAPID CITY AND JEFFERY AND JACQUELIN NETTLETON FOR PURCHASE OF LOT B OF LOT 4 CLEGHORN CANYON #2 FOR JACKSON SPRINGS WATER TREATMENT PLANT**

This Amendment 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 Jeffery and Jacqueline (the "Nettletons") Nettleton, husband and wife, located at P.O. Box 226, Piedmont, South Dakota 57769.

WHEREAS, the Nettletons have entered into an agreement to sell certain real property to the City, which was entitled "Agreement Between the City of Rapid City and Jeffery and Jacquelin Nettleton for Purchase of Lot B of Lot 4 Cleghorn Canyon #2 for Jackson Springs Water Treatment Plant" (hereinafter "the Agreement") and was executed the 21st day of September, 2009; and

WHEREAS, the Nettletons conveyed the real property as contemplated by the Agreement, and the City has paid the purchase price as contemplated by the Agreement; and

WHEREAS, the parties wish to amend the terms of the Agreement as provided in this Amendment.

NOW THEREFORE, the parties hereby agree as follows:

1. Paragraph 2 of the Agreement shall be amended to read in its entirety as follows:

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 City shall be responsible for constructing a gravel surfaced driveway in the easement and obtaining an access approach permit from Pennington County as necessary to provide access to the private lane immediately north of the access easement. The Nettletons will be responsible for any other improvements in the easement and any other authorizations or permits which may be necessary. The Nettletons will not dispute the use of the access easement as needed by the City during construction of the Jackson Springs Water Treatment Plant as long as access to the Nettletons' adjacent property is not disrupted.

2. All other terms of the Agreement shall remain unchanged. In the case of conflict of another portion of the Agreement not changed hereby with the amended section above, the amended section shall control.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF RAPID CITY

ATTEST

\_\_\_\_\_  
Mayor

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

(seal)

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

On this the \_\_\_\_ day of \_\_\_\_\_, 2011, 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, 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.

(seal)

\_\_\_\_\_  
Notary Public - South Dakota  
My Commission Expires \_\_\_\_\_

  
\_\_\_\_\_  
JEFFREY NETTLETON

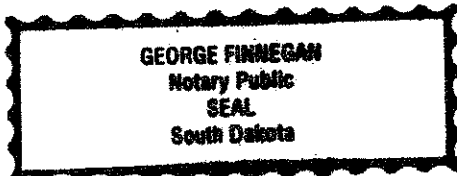
  
\_\_\_\_\_  
JACQUELINE NETTLETON

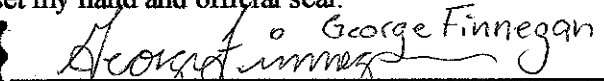
State of South Dakota    )  
                                  ) ss.  
County of Pennington    )

On this the 17 day of March, 2011, 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.

(seal)



  
\_\_\_\_\_  
Notary Public - South Dakota  
My Commission Expires July 19, 2016