



City Council Special Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
October 23, 2023

- 1. 5:30 PM Call to Order (or as soon as the auction concludes if it is not done before 5:30 PM)**
- 2. Pledge Of Allegiance**
- 3. Roll Call**
- 4. Action to Approve Purchase Agreements & Related Documents following the Lake Lot Auction Held October 23, 2023 at 3:00 PM in the Corn Palace**
- 5. Adjourn**

Individuals with disabilities who require special assistance to take part in this meeting may contact one of the following at City Hall (605) 995-8420 at least 24 hours prior to the meeting with requests for assistance: Human Resources Officer or the City Administrator.

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 23, 2023	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Purchase Agreements & Related Documents following the Lake Lot Auction Held October 23, 2023 at 3:00 PM in the Corn Palace		
Explanation/Background of Agenda Item Requested:	<input #"="" type="text" value="The Mitchell City Council will meet at the conclusion of the public auction (scheduled for 3pm on October 23 in the Corn Palace) to review the bids received on the Lake lots. More information on the Lake Lot sale can be found at this website. A blank purchase agreement has been provided as an example, however all the details of the sales will not be known until after the auction concludes."/>		

REAL ESTATE AUCTION PURCHASE AGREEMENT

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN PURCHASER AND SELLER.
IF YOU DO NOT UNDERSTAND IT, SEEK LEGAL ADVICE.**

- 1. PARTIES TO CONTRACT - PROPERTY.** _____,
hereinafter referred to as Purchaser offers and agrees to purchase from _____,
hereinafter referred to as Seller, upon the terms and conditions set forth, the property legally described as:

also known as _____
Purchaser and Seller acknowledge that _____, hereinafter referred to as
Auctioneer, is representing Seller in this transaction.

- 2. EARNEST MONEY DEPOSIT.** Auctioneer hereby acknowledges receipt of Earnest Money in the
amount of (\$_____) _____ DOLLARS
Cash_____ Check_____ is attached to this agreement, unless otherwise noted herein, to be deposited by
Auctioneer on the next legal banking day after acceptance of this offer.

Other earnest money provisions: _____

- 3. PURCHASE PRICE.** The total purchase price is to be (\$_____) _____ DOLLARS

After earnest money herein is credited, the remaining balance is to be paid by Purchaser at closing.

4. FINANCING.

☐ **Cash.** This is a cash offer. The remaining balance of \$_____ will be paid at closing by
certified check. A letter of verification from _____
regarding the availability of funds _____ is attached _____ will be delivered by _____ (date)
or this agreement, at the option of Seller without notice to Purchaser may be voided.

☐ **Contract for Deed/Private Mortgage.** See attached Addendum.

- 5. SELLER'S PROPERTY DISCLOSURE.** Purchaser acknowledges receipt of Seller's property condition
disclosure statement dated _____ as required by SDCL 43-4-38 through 43-4-43 prior to
signing this agreement. (initials)_____/_____
Purchaser acknowledges that no disclosure statement is required by reason of the following:

- 6. LEAD-BASED PAINT DISCLOSURE.** Purchaser acknowledges receipt of the pamphlet "Protect Your
Family From Lead In Your Home" and Seller's lead-based paint and lead-based paint hazards form
according to the Residential Lead-Base Hazard Reduction Act of 1992. This applies only to properties built
prior to 1978. (initials)_____/_____

INITIALS: PURCHASER_____/_____**SELLER**_____/_____

50 7. **TAXES/PRORATIONS.** Purchaser is aware that property taxes may or may not be based upon "Owner
51 Occupied Status". Any and all Special Assessments are to be paid by Seller unless otherwise specified in
52 this agreement.
53

54 Taxes, rents, road maintenance, water, sewer, and homeowner's association fees, if any are:

55 To be prorated to _____

56 Not to be prorated
57

58 Tax proration will be based upon the: previous year's taxes / agreed upon amount of _____ /
59 most current county information / new construction estimate other _____
60 _____
61

62 8. **TITLE.** Merchantable title shall be conveyed by Warranty Deed or other sufficient conveyance instrument,
63 acceptable to Purchaser, subject to conditions, zoning, restrictions, and easements of record, if any, which
64 do not interfere with or restrict the existing use of the property. An owner's policy of Title Insurance in the
65 amount of the purchase price will be furnished with cost to be distributed: Purchaser_____ Seller_____.
66

67 9. **SURVEY.** Seller ____ is ____ is not providing a boundary survey of the property. Property is sold based on
68 legal description only. Seller is not aware of any boundary disputes. Seller further states that any fences
69 located on the property do not necessarily represent the property boundary
70

71 10. **CLOSING/POSSESSION.** Closing date will be on or before _____ with possession to
72 be given Purchaser at time of closing. Seller agrees to maintain the property in a condition comparable to
73 its present condition and agrees that Purchaser will have the opportunity for a personal inspection prior
74 to closing. Seller agrees to maintain all existing insurance coverage on property until time of closing.
75

76 Closing service fees, if any, cost to be distributed as follows: Purchaser_____ Seller_____.
77

78 All personal property, including refuse, not included in the purchase price, shall be removed by Seller prior
79 to closing.
80

81 11. **EARNEST MONEY/DEPOSITS.** Auctioneer or Auctioneer's authorized closing agent shall deposit and
82 hold all earnest money and other deposits until sale is closed. If Auctioneer is holding the earnest money
83 and an accepted offer and agreement to purchase does not close, regardless of the circumstances, both
84 Purchaser and Seller must agree in writing prior to release of earnest money or in the alternative, pursuant
85 to court order in accordance with SDCL 36-21A-81.
86

87 12. **PERSONAL PROPERTY.** Any personal property, free of liens and without warranty of condition, shall
88 be transferred to Purchaser by a separate bill of sale. Purchaser will / will not compensate Seller for
89 fuel oil/propane remaining on date of closing.
90

91 14. **OTHER PROVISIONS:** _____
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INITIALS: PURCHASER _____ / _____ **SELLER** _____ / _____

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15. ADDENDA TO THIS AGREEMENT. The following documents are addenda to this contract and are attached and become part of this contract by reference. If none, so state.

16. The laws of South Dakota govern this transaction.

Dated this _____ day of _____, _____ at _____ a.m./p.m.

_____ Purchaser	_____ Purchaser
_____ Seller	_____ Seller

THE FOLLOWING IS FOR INFORMATION PURPOSES ONLY:

Auctioneer