

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND HAROLD J. ARNS  
AND ELSA J. ARNS FOR THE TRANSFER OF TITLE FOR A PORTION OF  
MOUNTAIN VIEW CEMETERY**

This agreement is made this \_\_\_\_\_ day of October, 2006 by and between Harold J. Arns and Elsa J. Arns, Husband and Wife (hereinafter "Arns") and the City of Rapid City, a South Dakota Municipal Corporation (hereinafter "City").

WHEREAS, Arns currently own property located within the City of Rapid City within the Mountain View Cemetery; and

WHEREAS, Arns have offered to transfer title for a portion of the land within Mountain View Cemetery to the City for use as a public cemetery; and

WHEREAS, the City has determined that it is in the best interest of the public and the City that the land offered by Arns in Mountain View Cemetery be acquired by the City and preserved in perpetuity as a cemetery.

NOW THEREFORE, the parties agree as follows:

1) The Arns agree to transfer title by warranty deed "as is" to the City the property described in the Mountain View Cemetery. The legal description of the lot is:

Lot One (1) Revised in Block Six (6) of Mountain View Subdivision, in the City of Rapid City, as shown by the plat recorded in Book 15 of Plats on Page 92 in the office of the Register of Deeds, Pennington County, South Dakota.

This property has not been surveyed recently. If the City chooses to have a survey it will be conducted at City expense.

2) The City will pay the sum of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) to the Arns as and for consideration for the purchase of the property.

3) The City acknowledges that it will take title to Lot 1 Revised subject to the condition that the property will be held as a cemetery in perpetuity.

4) The City agrees to take the property subject to all current easements.

5) The City agrees to pay the amount specified in Paragraph 2 at the time of closing. The City will pay the closing costs, if any. The Arns will be responsible for any other fees and the pro rata share of the property taxes accrued up to the date of closing. If the City chooses to obtain title insurance it will be responsible for paying the cost of such insurance.

6) The closing of sale shall occur at a mutually convenient time, not later than November 27, 2006.

7) Arns and the City mutually agree that the promises made and the obligations incurred under this agreement constitute sufficient good and valuable consideration for the other's promises made and obligations incurred hereunder.

8) This agreement shall be construed under the laws of the State of South Dakota. Any dispute concerning this agreement will be venued in Rapid City, South Dakota in the Circuit Court for the 7<sup>th</sup> Judicial Circuit.

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

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

\_\_\_\_\_  
Harold J. Arns

\_\_\_\_\_  
Elsa J. Arns

STATE OF SOUTH DAKOTA     )  
  )ss.  
COUNTY OF PENNINGTON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned officer, personally appeared Jim Shaw and Jim Preston, 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, State of South Dakota  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH DAKOTA       )  
  )ss.  
COUNTY OF PENNINGTON       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be Harold J. Arns and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

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

[SEAL]

\_\_\_\_\_  
Notary Public, State of South Dakota  
My Commission Expires:\_\_\_\_\_

STATE OF SOUTH DAKOTA       )  
  )ss.  
COUNTY OF PENNINGTON       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be Elsa J. Arns and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

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

[SEAL]

\_\_\_\_\_  
Notary Public, State of South Dakota  
My Commission Expires:\_\_\_\_\_