

AGREEMENT

Section 1.

PARTIES:

The parties to this Agreement (hereinafter "Agreement") are Johnson Bar 5 Ranch, Inc., of 1500 East 27th Street, Rapid City, SD 57703 and the City of Rapid City, Rapid City, SD 57709-2110.

Section 2.

PURPOSE:

Johnson Bar 5 Ranch, Inc., is selling certain real property to the City of Rapid City and the City of Rapid City agrees to allow Johnson Bar 5 Ranch, Inc., the right to run cattle on said land and the City agrees to allow said real property to be used as a Buffer area as set forth below.

NOW, THEREFORE, for good and valuable consideration and based upon the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the Seller, the parties agree that this Agreement shall govern their transaction.

Section 3.

PROPERTY:

The real property which is the subject of this agreement which is being sold from Johnson Bar 5 Ranch, Inc., to the City of Rapid City pursuant to a separate agreement is legally described as follows:

Approximately 106 acres of land legally described as N $\frac{1}{2}$ of the NE $\frac{1}{4}$, Less SD highway department yard lot; and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, all in Section 30, Township 1 North, Range 8 East; all in the Black Hills Meridian, Pennington County, South Dakota

Section 4.

TERMS OF AGREEMENT:

The terms of this Agreement are as follows:

1. The City of Rapid City agrees to allow Johnson Bar 5 Ranch, Inc., the right to graze cattle on the above property for a period of ten (10) years. After ten (10) years has elapsed, City of Rapid City agrees to place a fence around the portion they use for the Rapid City Sanitation and Waste Management site so that Johnson Bar 5 Ranch, Inc., will be able to continue to graze cattle on the portion of property not being utilized by the Rapid City Sanitation and Waste Management site. Any grazing on the real property after ten (10) years has elapsed shall be at the discretion of the City and for a term to be agreed upon.

2. The above real property will be utilized by the City of Rapid City as a buffer zone for a period of ten (10) years which means that the City of Rapid City will not utilize said real estate in any way for the expansion of the Rapid City Sanitary and Waste Management site during said period.

Section 5.

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. This Agreement may be changed or modified only by written agreement signed by the parties.

Section 6.

BINDING EFFECT:

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

Section 7.

HEADINGS:

The headings used for each paragraph herein are for descriptive purposes only.

Dated this _____ day of December, 2002.

SELLERS:
JOHNSON BAR 5 RANCH, INC.

By: _____
Charles Johnson
Its: President

BUYER:
CITY OF RAPID CITY

By: _____
Its: _____

STATE OF SOUTH DAKOTA)
)§§
COUNTY OF PENNINGTON)

On this _____ day of December, 2002, before me, the undersigned officer, personally appeared Charles Johnson, who acknowledged himself to be the President of Johnson Bar 5 Ranch, Inc., and that he, as such President authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such President of Johnson Bar 5 Ranch.

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)
)§§
COUNTY OF PENNINGTON)

On this _____ day of December, 2002, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the City of Rapid City and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such _____ 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: _____