

AGREEMENT

This Agreement is entered into by and between the City of Rapid City, a South Dakota Municipal Corporation (hereafter "City") and the Rapid City Economic Development Foundation, Inc., a South Dakota non-profit corporation (hereafter "RCEDF").

WHEREAS, The City of Rapid City supports Economic Development within the City of Rapid City; and,

WHEREAS, the Rapid City Economic Development Foundation exists for the purpose of fostering development and economic activity within the City of Rapid City; and,

WHEREAS, the City of Rapid City is currently engaged in discussions with Cabela's, Inc., regarding the location of a store within the City of Rapid City; and,

WHEREAS, the city is unable to transfer land directly to a private entity, but may transfer land to a non-profit economic development corporation; and,

WHEREAS, the Rapid City Economic Development Foundation is a non-profit economic development corporation; and,

WHEREAS, the Rapid City Economic Development Foundation agrees to participate in the transaction contemplated with Cabela's, Inc.

NOW, THEREFORE BE IT AGREED BY THE PARTIES AS FOLLOWS:

1. The City agrees to transfer land located at the intersection of Elk Vale Road and Mall Drive containing thirty acres, more or less, to RCEDF. The land to be transferred is legally described as:

Tract Three (3), Discovery Subdivision, Section Twenty-eight (28), Township Two North (T2N), Range Eight East (R8E) of the Black Hills Meridian, Pennington County, South Dakota, containing 32.46 acres.

2. The economic development foundation agrees to sell the land for economic development purposes.
3. The economic development foundation agrees that it will accept as full payment for the land, the proceeds due to a developer under a Tax Increment Financing District Developer's Agreement that is currently in the process of being established by the City of Rapid City.

4. The City agrees that RCEDF may retain Five Hundred Thousand Dollars (\$500,000.00) of the proceeds received through the assignment of the proceeds of the Tax Increment Financing District Developer's Agreement.
5. The City and RCEDF agree that One Million Five Hundred Thousand Dollars (\$1,500,000.00) of the proceeds received by RCEDF will be deposited in the Opportunity Capture fund for use consistent with that fund.
6. The balance of the proceeds received by the foundation through the assignment of the Tax Increment District Developer's Agreement shall be returned to the City of Rapid City for use by the city for purposes it deems appropriate.
7. In the event that the land is not sold by RCEDF in accordance with the terms of this agreement by April 30, 2010, the land shall be reconveyed to the City and this agreement shall be null and void.
8. The parties agree that the terms of this agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling without regard to the principles of conflict of laws. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court for the State of South Dakota, Seventh Judicial Circuit located in Rapid City, Pennington County, South Dakota.
9. This document contains the entire agreement of the parties. No other promises or consideration form any part of the parties' agreement. All prior proposals, negotiations or discussion are merged herein or intentionally omitted.

Dated this 16th day of S, 2009.

CITY OF RAPID CITY

By: _____
Mayor

ATTEST:

Finance Officer

(SEAL)

RAPID CITY ECONOMIC
DEVELOPMENT FOUNDATION

By: *Robert J. Burchard*
Its: *President*

State of South Dakota)
 SS.
County of Pennington)

On this the _____ day of _____, 2009, before me, the undersigned officer, personally appeared Alan Hanks and James F. Preston, 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.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota)
 SS.
County of Pennington)

On this the 16th day of September, 2009, before me, the undersigned officer, personally appeared Patrick Burchill, who acknowledged himself to be the President of Rapid City Economic Development Foundation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as President - Economic Development Foundation.

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

Karyl Pagan
Notary Public, South Dakota

My Commission Expires: **My Commission Expires**
 January 12, 2015

