REAL ESTATE TRANSFER AGREEMENT BETWEEN THE CITY OF RAPID CITY, THE RAPID CITY ECONOMIC DEVELOPMENT FOUNDATION, AND CR LLOYD ASSOCIATES.

This Real Estate Transfer Agreement is entered into this ____ day of ______________, 2022, by and between the CITY OF RAPID CITY, a municipal corporation of the State of South Dakota, located at 300 Sixth Street, Rapid City, SD 57701 (herein after the “City”), the RAPID CITY ECONOMIC DEVELOPMENT FOUNDATION, INC., P.O. Box 747, Rapid City, South Dakota, 57709 (herein after the “RCEDF”), and CR LLOYD ASSOCIATES, INC., a South Dakota corporation, located at 101 S. Reid Street, Suite 201, Sioux Falls, SD 57104 (herein after “Lloyd”).

WHEREAS, the City acknowledges that it currently owns real property in downtown Rapid City being utilized as a surface parking lot and is legally described as:

Tract A and the vacated east thirteen (13) feet of Sixth Street and the vacated south three and one-half (3½) feet of Saint Joseph Street, and the vacated west one (1) foot of Fifth Street adjacent to said Tract A, Block 95, the Original Town of Rapid City, located in the North Half (N½) of the Northwest Quarter (NW¼) of Section One (1), Township One (1) North, Range Seven (7) East, Black Hills Meridian, Rapid City, Pennington County, South Dakota, according to the recorded plat thereof (the “Property”); and

WHEREAS, Lloyd has presented the City with a proposal for the development of the Property as a mixed-use commercial and residential development that will include ground-level retail and commercial spaces, not fewer than 65 loft-style apartment units, and an upscale hotel with meeting spaces (the “Project”); and

WHEREAS, the City, after careful consideration, has determined that the Project as contemplated by Developer will further the growth of the City, improve the environment of the City, provide additional and enhanced services to the City, foster increased vitality and economic activity within the City and its downtown core, increase employment opportunities within the City, and otherwise be in the best interest of the City and its residents and taxpayers by furthering the health, safety, and welfare of its residents and taxpayers; and

WHEREAS, the RCEDF exists for the purpose of fostering development and economic activity within the City of Rapid City and is a local industrial development corporation as defined in state law; and

WHEREAS, the City wishes to transfer the Property to Lloyd in order to facilitate the development and construction of the Project; 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 pursuant to SDCL Chapter 9-27; and
WHEREAS, the RCEDF has the legal authority to subsequently transfer the Property to Lloyd for economic development purposes; and

WHEREAS, the RCEDF agrees to participate in the transaction contemplated by the City and Lloyd in order to facilitate the transfer of the title to the Property from the City to Lloyd.

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 all of the parties hereto, the parties covenant and agree as follows:

1. The City will transfer fee title to the subject Property to the RCEDF via a quit claim deed. The transfer of the property will be subject to any terms, conditions, or other restrictions contained in the certain Development Agreement between the City and Lloyd (the “Agreement”). The City Council authorizes the Mayor and City staff to sign, authorize and/or execute any documents necessary to effectuate the transfer of this property for the Project.

2. The RCEDF agrees to subsequently convey the Property to Lloyd for One Dollar ($1.00) and other good and valuable consideration for economic development purposes. The RCEDF will not finalize the transfer until it has received written confirmation from the City Attorney, or his designee, that Lloyd has complied with the terms of the Agreement and the Project is ready to proceed.

3. In the event that the land is not transferred to Lloyd by RCEDF in accordance with the terms of this Agreement by August 1, 2023, the land shall be re-conveyed to the City and this agreement shall be null and void.

4. Lloyd will be responsible for property taxes from and after closing. The City warrants that there are no unpaid assessments recorded or unrecorded on the Property.

5. Lloyd shall receive possession of the Property in Paragraph 1 at the time of closing.

6. Closing shall take place at the office of First American Title Company no later than July 1, 2023. Lloyd shall pay all closing costs associated with the transfer of this Property.

7. 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.

8. This Agreement shall be construed under and in accordance with the laws of the State of South Dakota. Any legal or equitable action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the Seventh Judicial Circuit, Pennington County, South Dakota.
9. This Agreement shall extend to and be binding upon the heirs, administrators, personal representatives, successors, and assigns of the parties hereto.

Dated this _____ day of__________ , 2022.

RAPID CITY ECONOMIC DEVELOPMENT FOUNDATION, INC.

By: ______________________________

Its: ______________________________

CR LLOYD ASSOCIATES, INC.

By: ______________________________

Its: ______________________________

CITY OF RAPID CITY

______________________________
Mayor Steve Allender

ATTEST:

______________________________
Pauline Sumption, Finance Director

(SEAL)

State of South Dakota )
SS.
County of Pennington )

On this the ____ day of ____________, 2022, before me, the undersigned officer, personally appeared __________________, who acknowledged themselves to be the ______________ of Rapid City Economic Development Foundation, Inc., and that, as such
__________, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as ________________.

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 __________ )

On this the ___ day of __________, 2023, before me, the undersigned officer, personally appeared ________________, who acknowledged themselves to be the _______________ of CR Lloyd Assoc., Inc., and that, as such _________________, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as ____________________.

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

______________________________________________________________
Notary Public, South Dakota

My Commission Expires:
(SEAL)