

**MAINTENANCE
AGREEMENT & JURISDICTION TRANSFER
BETWEEN
STATE OF SOUTH DAKOTA
AND
CITY OF RAPID CITY, SOUTH DAKOTA**

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, hereinafter referred to as "STATE," and the City of Rapid City, South Dakota, hereinafter referred to as "CITY."

1. PURPOSE AND BACKGROUND

- A. The purpose of this Agreement is to: (1) transfer certain highway right-of-way from the STATE to the CITY for public highway purposes, pursuant to SDCL 31-19-63 and 31-19-64; (2) transfer maintenance responsibilities to the CITY for certain highways that will continue to be owned by the STATE; (3) abandon certain right-of-way that is no longer needed by the STATE for public highway purposes upon the CITY's approval of a proposed plat dedicating certain right-of-way for public highway purposes.
- B. The STATE and the CITY were in agreement to re-align U.S. Highway 16 in and around Rapid City, South Dakota. Since the completion of said realignment, some of the highway right-of-way which was originally part of U.S. Highway 16 functions as part of a local roadway known as Tower Road. The CITY has been maintaining this local roadway. The parties desire that the STATE formally transfer the jurisdiction, ownership and maintenance responsibilities for this portion of Tower Road to the CITY.
- C. The parties desire that the STATE maintain ownership of the bridge for Tower Road which crosses over the present U.S. Highway 16 in Rapid City, South Dakota, but that the City shall be responsible for certain maintenance activities related to the bridge.

2. HIGHWAY RIGHT-OF-WAY FOR WHICH OWNERSHIP IS TO BE TRANSFERRED

- A. If approved by the State of South Dakota Transportation Commission, the STATE will transfer all of its ownership interests in, jurisdiction over, and operational and maintenance responsibilities for the following highway right-of-way to the CITY for public highway purposes:

Transfer Segment: That portion of Tower Road beginning at the intersection of Tower Road with the section line dividing Section 11 and Section 14 and ending at the intersection of Tower Road with the section line dividing Section 14 and Section 23, all in Township 1 North, Range 7 East of the Black Hills Meridian, Pennington County, South Dakota. Said transfer segment is more particularly described as follows:

Lot H1 in the NW1/4 of Section 14, Township 1 North, Range 7 East of the B.H.M., Pennington County, South Dakota, containing 4.40 acres, more or less; and

Lot H1 in the SW1/4 of Section 14, Township 1 North, Range 7 East of the B.H.M., Pennington County, South Dakota, containing 3.99 acres, more or less.

- B. A map showing the approximate location of the Transfer Segment is attached to this Agreement as **Figure 1**.

- C. The transfer of the Transfer Segment will be pursuant to SDCL 31-19-63 and SDCL 31-19-64. The conveyance of the Transfer Segment will be by quit claim deed from STATE to CITY, and CITY agrees to hold said Transfer Segment for public highway purposes. The CITY will provide the STATE with a true and correct copy of the Resolution of the CITY's governing body authorizing the CITY to enter into this Agreement.
- D. The parties acknowledge that the CITY has been performing all operational and maintenance responsibilities for the Transfer Segment and has treated said Transfer Segment as though CITY had complete jurisdiction over it. Upon execution of this Agreement, CITY will continue to perform all operation and maintenance responsibilities for the Transfer Segment and treat said segment as though CITY had complete jurisdiction over said segment, even though STATE's conveyance of the right-of-way for the Transfer Segment may not be completed until a later date.

3. STATE-OWNED BRIDGE TO BE RETAINED BY STATE BUT MAINTAINED BY CITY

- A. The parties acknowledge that the STATE is retaining ownership of and jurisdiction over a segment of right of way that contains the bridge for Tower Road which crosses over U.S. Highway 16 in Rapid City. Upon execution of this Agreement by the parties, the CITY shall perform the following operational and maintenance responsibilities for said bridge and its approaches:
 - 1. Debris and litter removal;
 - 2. Snow and ice removal from Tower Road and any sidewalks along Tower Road;
 - 3. Any necessary hauling of snow that has been removed from said roadway and sidewalks;
 - 4. Sweeping of Tower Road;
 - 5. Guard rail repairs and maintenance;
 - 6. Maintenance and installation of pavement markings; and
 - 7. Maintenance and installation of all signs and other traffic control devices.
- B. The STATE shall be responsible for all other ownership, jurisdictional, maintenance and operational responsibilities for the Tower Road bridge over U.S. Highway 16 and the State-owned right-of-way retained for said bridge.
- C. All pavement markings relating to the Tower Road Bridge shall be maintained by CITY in the same manner, dimensions, and locations as originally established by STATE, unless the same is not in accordance with the most recent version of the federal Manual on Uniform Traffic Control Devices (MUTCD), in which case the MUTCD shall control. All signs and other traffic control devices relating to the Tower Road Bridge for which CITY is responsible shall be installed and thereafter maintained by CITY in accordance with the most recent version of the MUTCD, unless otherwise directed by the STATE.
- D. CITY shall keep an inventory of all signs installed and maintained by CITY pursuant to Section 3 of this Agreement, and CITY shall provide a copy of said inventory to STATE upon request.
- E. CITY shall adhere to Part 6 of the federal Manual on Uniform Traffic Control Devices concerning temporary traffic control when completing maintenance work activities pursuant to this section of the Agreement.
- F. The STATE shall be solely responsible for issuance of permits for use of any portion of the subject bridge and the STATE-owned right-of-way retained for said bridge, including utility permits, access permits, and permits to occupy right-of-way.
- G. A map showing the approximate location of the segment of right-of-way retained for the Tower Road Bridge over U.S. Highway 16 is attached to this Agreement as **Figure 1**.

4. **STATE-OWNED RIGHT OF WAY TO BE ABANDONED BY STATE UPON DEDICATION OF CERTAIN RIGHT-OF-WAY**

- A. If approved by the State of South Dakota Transportation Commission, the STATE will, upon the occurrence of certain conditions set out below, abandon the highway right-of-way more particularly described as follows:

Lot AB1 in a portion of Lot H1 of the SE ¼ of Section 11, T1N, Range 7E, B.H.M., Pennington County, South Dakota, containing 4.14 acres, more or less; and

Lot H1 in the SW ¼ of Section 11, T1N, R7E, B.H.M., Pennington County, South Dakota, containing 0.67 acre, more or less.

- B. The following conditions must be satisfied prior to the STATE's abandonment of the highway right-of-way described in Section 4.A. of this Agreement: (1) the execution of this Agreement by the parties; (2) the CITY's approval of the proposed Plat of Lots 1 thru 18 of Skyline Pines East Subdivision _____, including the CITY's acceptance of the dedication of Tower Court and the re-aligned Tower Road right-of-way as shown on said plat. The proposed plat is attached hereto as **Exhibit A**.
- C. The City shall cause the approved plat referenced in the preceding paragraph to be filed for record with the Pennington County Register of Deeds. The approved plat shall be recorded immediately following the recording of the Resolution of the South Dakota Transportation Commission authorizing the abandonment of the highway right-of-way described in Section 4.A. of this Agreement.
- D. A map showing the approximate location of the segments of right-of-way to be abandoned is attached to this Agreement as **Figure 1**.

5. **INDEMNIFICATION**

CITY agrees to indemnify and hold the STATE, its officers, agents, and employees harmless from and against any and all actions, suits, damages, liability, or other proceedings that arise as a result of CITY'S performance under this Agreement. This section does not require CITY to be responsible for or defend against claims or damages arising from errors or omissions of STATE, its officers, agents, or employees.

6. **MISCELLANEOUS**

- A. This Agreement is binding upon the signatories hereto not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of STATE and CITY to enter the same.
- B. This Agreement may not be assigned without the STATE's written consent. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties.
- C. If any of the legal descriptions for the property to be transferred pursuant to this Agreement are not in a form that allows them to be recorded with the Register of Deeds for Pennington County, then STATE and CITY agree that the legal descriptions shall be revised to recordable form or the STATE shall prepare plats for such property so the legal description is in recordable form.
- D. The STATE makes no representations or warranties of title for any of the property to be conveyed pursuant to this Agreement.

E. This Agreement shall be effective as of February 26, 2009.

The CITY, by signing this Agreement, evidences authority to enter into this Agreement through formal action of its governing body.

City of Rapid City, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: Secretary

Date: _____

Date: _____

Attest:

Approved as to Form:

City Auditor/Clerk

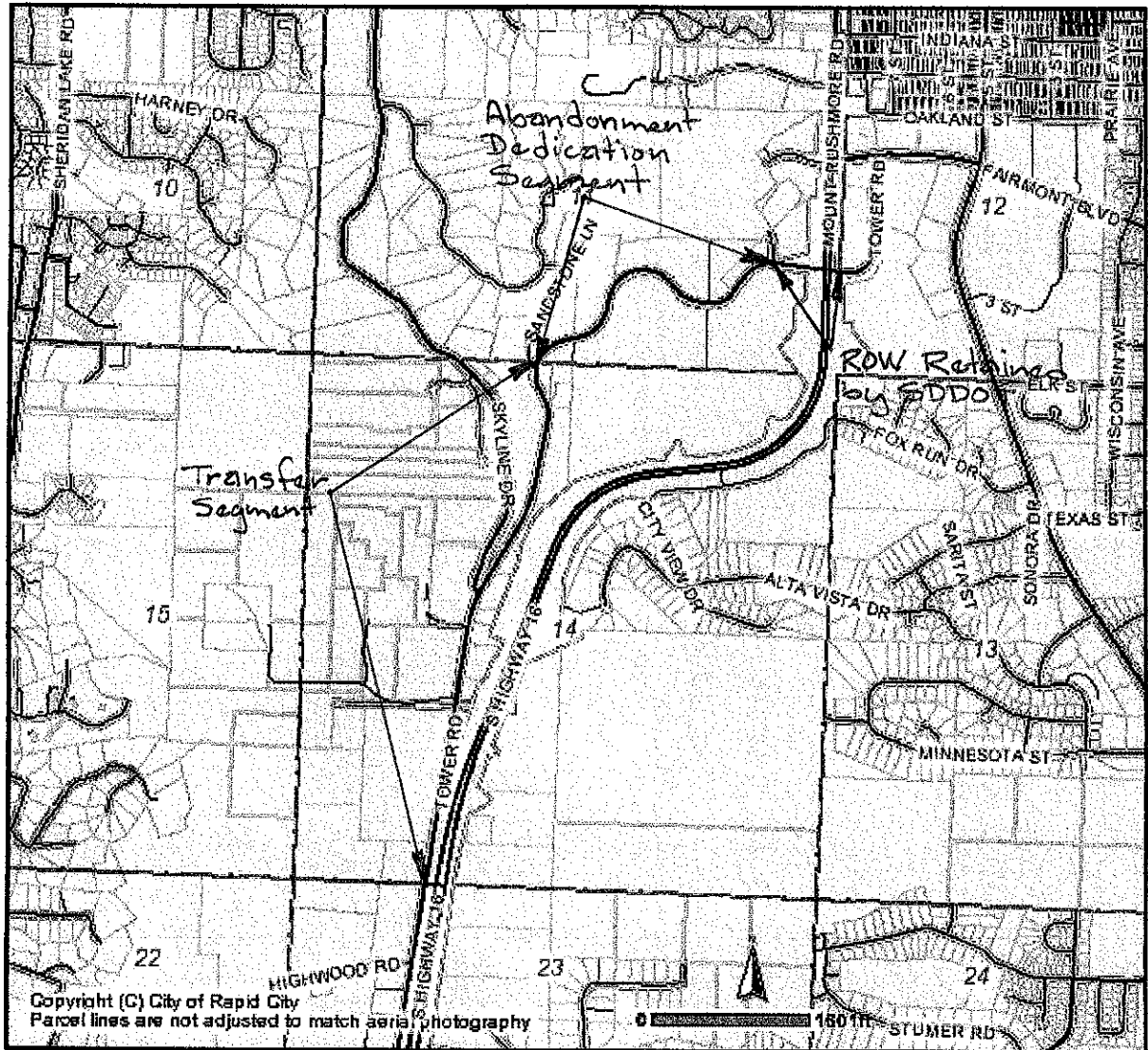
Assistant Attorney General

[SEAL]

Figure 1

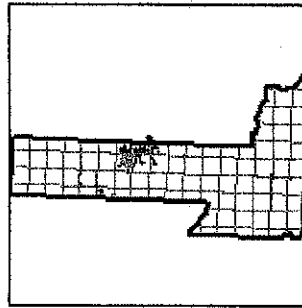
Pennington County - Rapid City GIS

Print Close



Copyright (C) City of Rapid City
Parcel lines are not adjusted to match aerial photography

Roads		
(cont)		
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