

# Department of Transportation

## Rapid City Region Office

2300 Eglin Street  
P.O. Box 1970  
Rapid City, SD 57709-1970  
Phone: (605) 394-2244  
FAX: (605) 394-1904

December 15, 2015

City of Rapid City  
Attn: Dale Tech  
300 6<sup>th</sup> Street  
Rapid City, SD 57701


Subject: Maintenance and Jurisdiction Transfer Agreement of Dyess Ave Project

Dear Dale,

Enclosed is the Maintenance and Jurisdiction Transfer Agreement of Dyess Ave Project North of Interstate 90.

Please have the agreement executed by the City and return both copies. Upon final execution a copy will be returned for your records.

Thank You,

  
\_\_\_\_\_  
Todd Seaman  
Rapid City Region Engineer

**RECEIVED**

DEC 17 2015

**ENGINEERING  
SERVICES**

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

**RECEIVED**

**NOV 23 2015**

**RC REGION OFFICE**

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

**1. PURPOSE AND BACKGROUND**

The purpose of this Agreement is to 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. HIGHWAY RIGHT-OF-WAY FOR WHICH OWNERSHIP IS TO BE TRANSFERRED**

- A. If approved by the South Dakota Transportation Commission, the STATE will transfer to the CITY by quit claim deed, pursuant to SDCL 31-19-63 and SDCL 31-19-64, all of the STATE'S ownership interests in, jurisdiction over, and operational and maintenance responsibilities of a portion of Dyess Avenue in Rapid City, South Dakota.

**Transfer Segment:** The portions of Dyess Avenue to be transferred to the CITY will be collectively referred to as the "Transfer Segment." The Transfer Segment is shown in **Exhibit A**, attached to and made part of this Agreement, and is legally described as follows:

Lot B in a portion of Lot H2 in Lot A of the SW1/4 and in a portion of Lot H3 in the SW1/4, all within Section 28, Township 2 North, Range 8 East of the B.H.M., Rapid City, Pennington County, South Dakota.

Lot C, Beginning at a point on the west line of Section 28, Township 2 North, Range 8 East of the B.H.M., said point being 1344.1 feet more or less, north of the southwest corner of said section 28, and at the northwest corner of Lot "A" in the SW1/4 of said section 28, thence north along the west line of said Section 28 for a distance of 453.5 feet, more or less; thence east for a distance of 33.0 feet; thence along a line bearing south 8 degrees 54 minutes east for a distance of 342.4 feet, more or less; thence along a line bearing south 67 degrees 12 minutes east for a distance of 297.1 feet, more or less to a point on the north line of Lot "A" in the SW1/4 of section 28; thence along the north line of Lot "A" in the SW1/4 of said section 28 bearing north 89 degrees 55 minutes west for a distance of 360.0 feet to a point of beginning, Rapid City, Pennington County, South Dakota.

Lot D in a portion of Lot H3 and the section line right-of-way adjoining said Lot D in the SE1/4 of Section 29, Township 2 North, Range 8 East of the B.H.M., Rapid City, Pennington County, South Dakota.

Lot H-4 and the section line right-of-way adjoining said Lot H-4 in the SE1/4 of Section 29, Township 2 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

- B. 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 accept ownership, jurisdiction, and maintenance responsibilities of the Transfer Segment.

3. **THE STATE AGREES TO THE FOLLOWING:**

The STATE will transfer ownership, maintenance, and jurisdiction of the Transfer Segment, upon full execution of this Agreement.

4. **THE CITY AGREES TO THE FOLLOWING:**

- A. Effective upon execution of this Agreement, the CITY will accept ownership, jurisdiction, and maintenance responsibilities of the Transfer Segment.
- B. The term "maintenance responsibilities," when used in this Agreement, will include, but not be limited to, the following:
  - i. Snow removal;
  - ii. Pavement markings;
  - iii. Repairs and improvements;
  - iv. Permanent signing;
  - v. Drainage;
  - vi. Access management; and,
  - vii. Utility management.

5. **INDEMNIFICATION**

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

6. **MISCELLANEOUS**

- A. The CITY may not assign this Agreement, in whole or in part, without the STATE'S prior written consent. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and must be signed by an authorized representative of each of the parties.
- B. The STATE makes no representations or warranties of title for any of the property to be conveyed pursuant to this Agreement.
- C. This Agreement will be effective as of the date of last signature.
- D. The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITY'S authorized representative is attached as **Exhibit B**.
- E. A copy of the CITY'S minutes or resolution to accept ownership, jurisdiction, and maintenance responsibilities of the Transfer Segment is attached as **Exhibit C**.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the CITY to enter into same.

Rapid City, South Dakota

State of South Dakota  
Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Mayor

Its: Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Form:

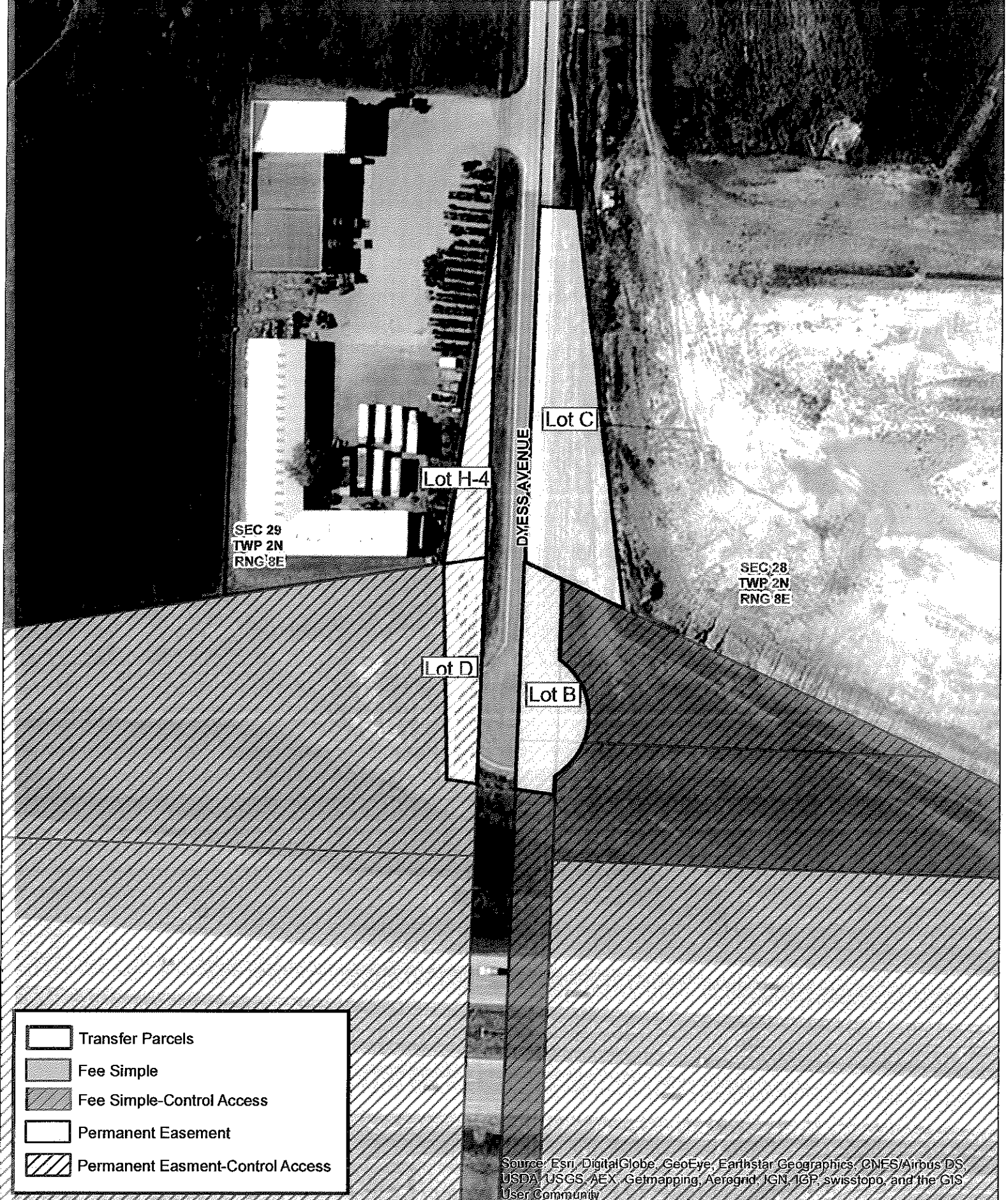
\_\_\_\_\_  
City Auditor/Clerk

*William J. Nevin*  
\_\_\_\_\_  
Special Assistant Attorney General

[CITY SEAL]



# EXHIBIT A DYESS AVENUE



SEC 29  
TWP 2N  
RNG 8E

SEC 28  
TWP 2N  
RNG 8E

Lot C

Lot H-4

Lot D

Lot B

DYESS AVENUE

-  Transfer Parcels
-  Fee Simple
-  Fee Simple-Control Access
-  Permanent Easement
-  Permanent Easment-Control Access

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community