



Division of Planning & Engineering

Office of Right of Way

700 E. Broadway Avenue
Pierre, South Dakota 57501

Phone: 605.773.3746

Webpage: www.dot.sd.gov

May 19, 2026

Mike Behm
Director of Planning and Engineering
Department of Transportation
700 E. Broadway Avenue
Pierre, South Dakota 57501

RE: May 28, 2026 Transportation Commission Agenda

Dear Mr. Behm:

The following ROW items are recommended for Commission consideration:

1. Request Transportation Commission approval to transfer by resolution and deed to the City of Rapid City, the State's interest in the following property acquired for highway right of way:

Segment 1 - A portion of Cambell Street and E North St. (attachments)

Segment 2 - A portion of Edwards Street and a Dyess Avenue/Beale Street parcel. (attachments)

Segment 3 - A portion of East St. Patrick Street. (attachments)

This resolution will meet requirements of Financial and Road Transfer Agreement #612978 between DOT and the City of Rapid City. The property described in the attachments would be transferred to the City of Rapid City and the City of Rapid City would accept ownership, jurisdiction, operational and maintenance responsibilities of the property. Rapid City Region and Area DOT recommended the transfers.

2. Request Transportation Commission approval to transfer by resolution and deed to the City of Sioux Falls, the State's interest in the following property:

Lot H1 in Lot A in the South 208.75' of the East 208.75' part of the SE1/4 SE1/4 of Section 22, Township 100 North, Range 50 West of the 5th P.M., Lincoln County, South Dakota.

Lot H1 in Lot A is located south of Sioux Falls at the intersection of Hwy 115 and 271st St. Lot A is an excess property from 2017 DOT project NH-PH 0115(48)76. (see attachments)

This transfer will add 17' to create a continuous 50' right of way and allow the City of Sioux Falls to construct a southeast basin sanitary sewer. Lot H1 in Lot A would be transferred to the City of Sioux Falls and the City of Sioux Falls would accept ownership, jurisdiction, operational and maintenance responsibilities of the property. Mitchell Region and Sioux Falls Area DOT advise the above property is no longer needed for highway purposes and recommend the transfer.

3. Request Transportation Commission approval to transfer by resolution and deed to Codington County, the State's interest in the following property acquired for highway right of way:

Codington County DOT project S 2851 right of way parcels. (see attachments)

DOT project S 2851 located west of Interstate 29 Exit 193 was cancelled in the mid-1970's. The above parcels will widen County Road 2 to 100 feet from 453rd Ave to 455th Ave.

This resolution will meet requirements of a Transfer Agreement between DOT and Codington County. The property would be transferred to Codington County and Codington County would accept ownership, jurisdiction, operational and maintenance responsibilities of the property. Aberdeen Region and Watertown Area DOT advise the above property is no longer needed for highway purposes and recommend the transfer.

4. Request Transportation Commission approval to abandon by resolution the following property acquired for highway right of way:

Codington County DOT project S 2851 parcels. (see attachments)

DOT project S 2851 located west of Interstate 29 Exit 193 was cancelled in the mid-1970's. The above parcels are located beyond the proposed 100-foot width of County Road 2 from 453rd Ave to 455th Ave. Aberdeen Region and Watertown Area DOT advise the above property is no longer needed for highway purposes and recommend the abandonments.

5. Request Transportation Commission approval to vacate by resolution the permanent easement within the following property acquired for highway right of way:

The N1/2 of the SW1/4 of Section 14, Township 119 North, Range 56 West of the 5th P.M., except Lot H-1 thereof, Clark County, South Dakota.

Said Lot PE contains 313 sq. ft., as shown on Exhibit A in attachments. Permanent Easement and exhibit as recorded on May 23, 2024 in Book UUU, Pages 770-773 in Clark County, South Dakota. Aberdeen Region and Huron Area DOT advise the above permanent easement is no longer needed for project P-PH 0025(81)158, PCN 04EW and recommended the vacate.

6. Request Transportation Commission approval to dispose of the following DOT property in accordance with the procedures provided by SDCL 31-2-27 and ARSD chapter 10:02:01.

Lot B1 in the North 315 feet of the NE1/4 of Section 24, Township 117 North, Range 53 West of the 5th P.M., lying east of the right of way of the Burlington Northern Railroad Company, Codington County, South Dakota. (contains 225 sq. ft.) Appraised value: \$0

Lot B2 in the North 315 feet of the NE1/4 of Section 24, Township 117 North, Range 53 West of the 5th P.M. and in Lot A2 in the North 315 feet of the NE1/4 of Section 24, Township 117 North, Range 53 West of the 5th P.M.; all lying east of the right of way of the Burlington Northern Railroad Company, Codington County, South Dakota. (contains 2.91 acres) Appraised value: \$12,200.00

The above properties are located near the north limits of Watertown adjacent to 814 26th Avenue NW and were acquired in 2003 for cancelled project P 0020(68)364, PCN 4792. (see attachments) The property is irregular shaped hay land with utilities available nearby. Lot B1 access is from adjoining property and Lot B2 access is from 26th Avenue. Zoning is "A" Agricultural District.

An incorrect survey showed a water well servicing an adjacent Lot A1 property sold by DOT in 2011. The water well was actually located in DOT property outside of Lot A1. Lot B1 includes the water well and would be deeded to the Lot A1 owner. Aberdeen Region and Watertown Area DOT request the property disposals.

7. Condemnation – IM 0012(306), PCN 08EJ, Roberts County

Request Transportation Commission resolution determining that the taking and damaging of real property interests in and to the following property is necessary for a public purpose and authorizing condemnation:

Parcel 1

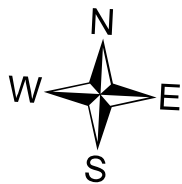
Ben Randolph Lee	(1/144 th)
Virginia Trujillo	(1/96 th)
George Halbauer	(1/112 th)
Eldon Harris, et al.	(5/576 th)

And their heirs, legatees, personal representatives, and assigns and all other persons, known or unknown, who may have an interest in the property.

To date, the Department of Transportation has been unable to acquire the real property interests through negotiations for the project IM 0012(306), Roberts County, PCN 08EJ. Project consists of culvert repair in various locations throughout Watertown Area. (See attachments)

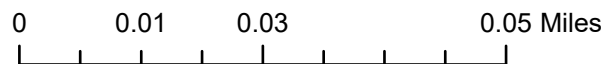
Sincerely,
John Keyes
Program Manager

Proposed Transfer City of Rapid City



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 Commission Items




Proposed Transfer City of Rapid City

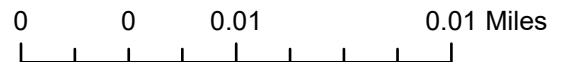


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 Commission Items

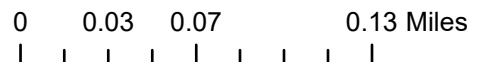


Proposed Transfer City of Rapid City



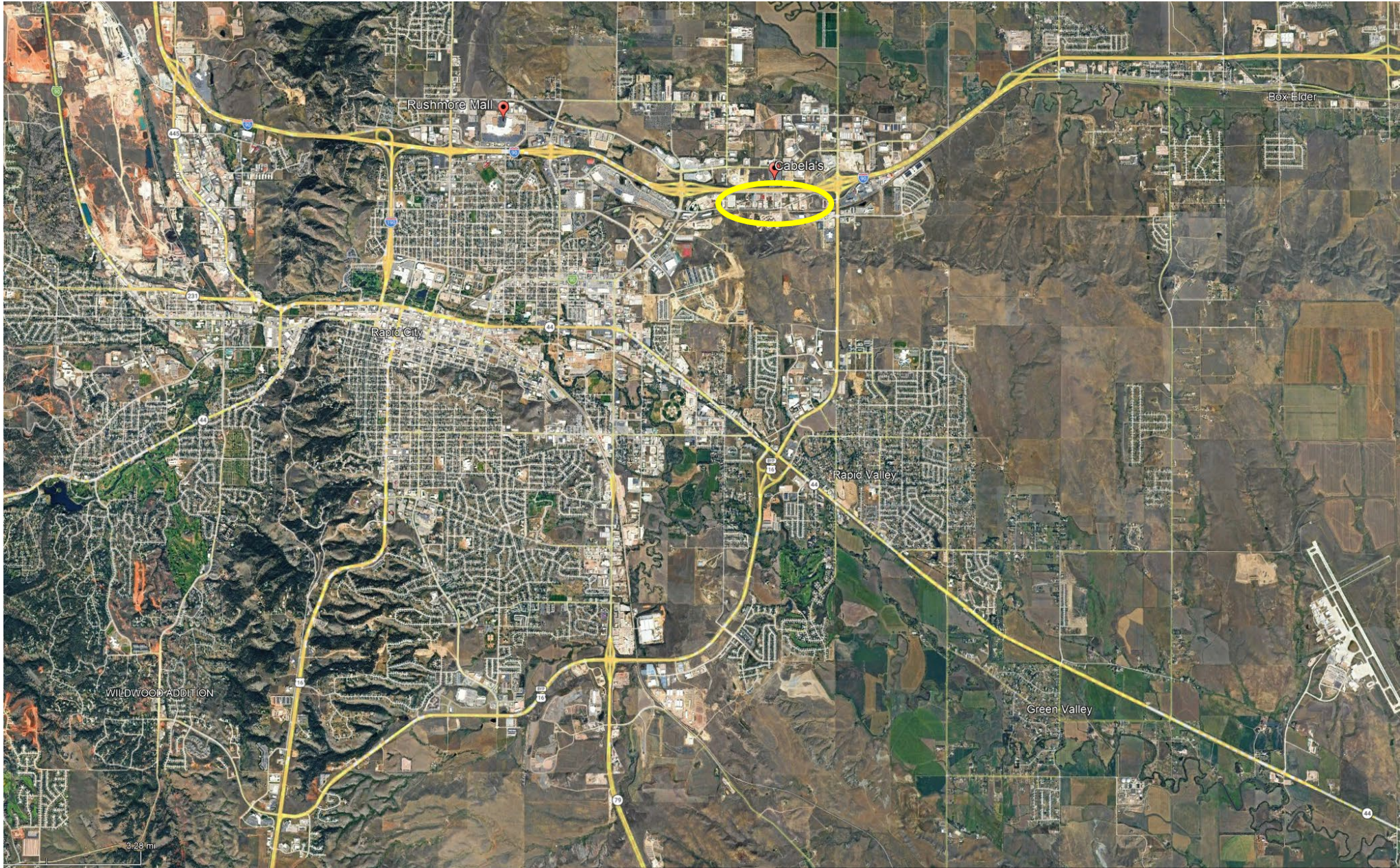
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 Commission Items



ROW Item #1

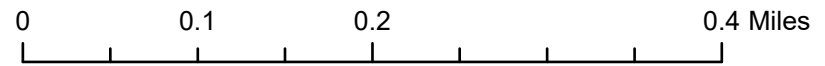
Overview Map of Segment 2



Proposed Transfer City of Rapid City

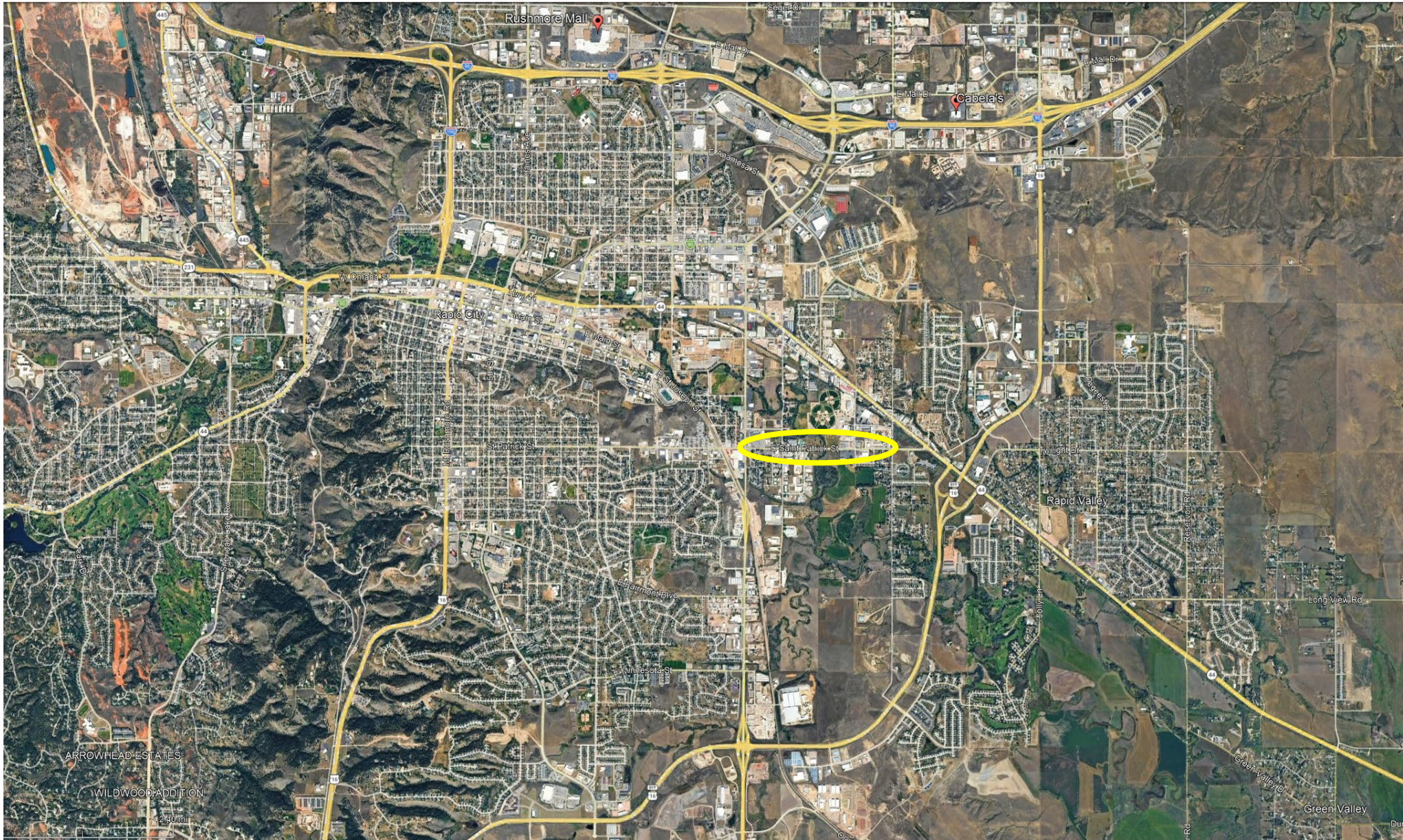


Legend
Commission Items



ROW Item #1


Overview Map of Segment 3

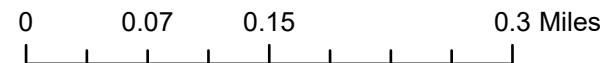


Proposed Transfer - City of Rapid City












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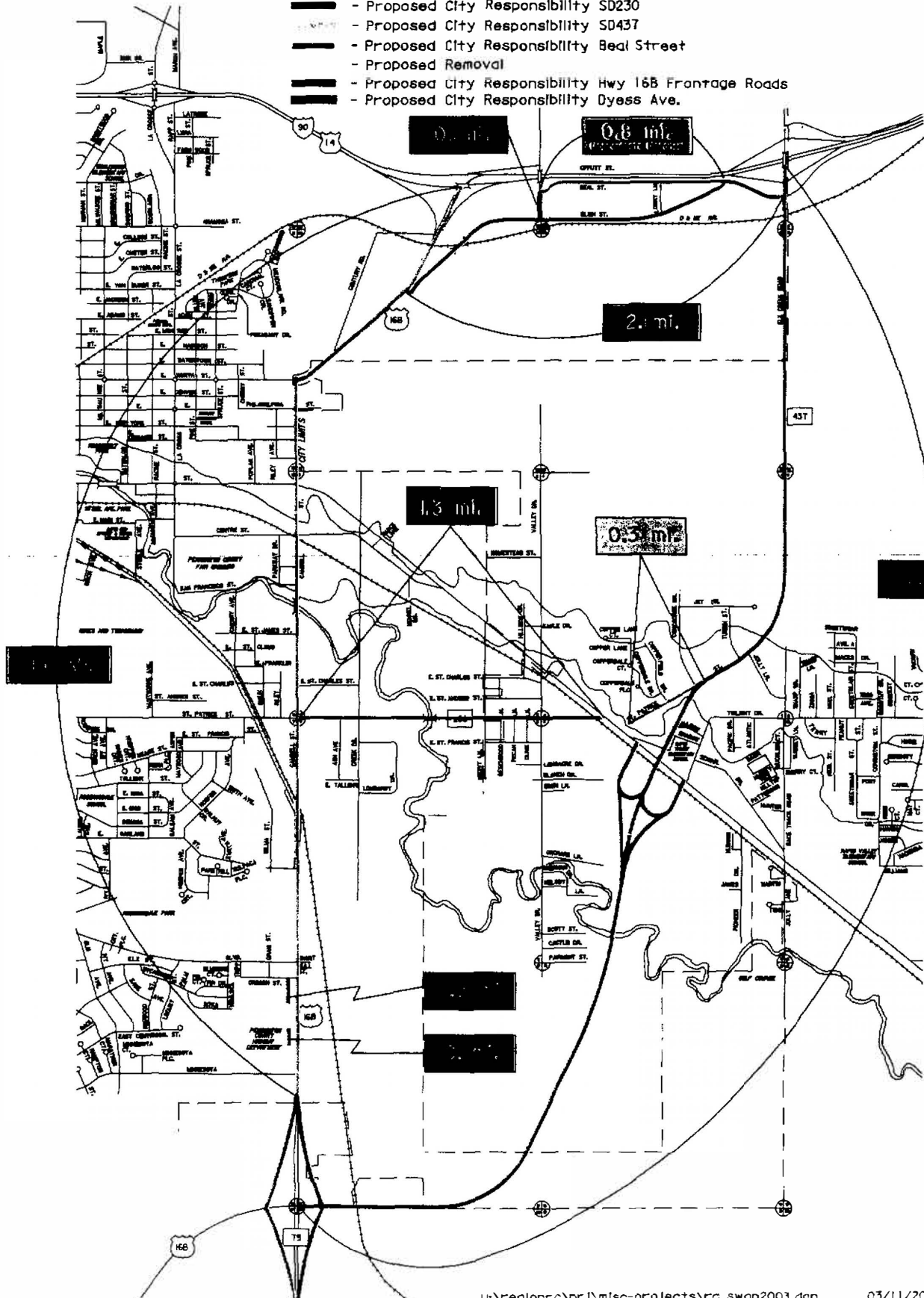
 Commission Items



Route Exchange

US Route 16B in Rapid City, S.D.

-  - Proposed City Responsibility Portion of Existing US16B
-  - Proposed US 16B State Responsibility
-  - Proposed City Responsibility SD238
-  - Proposed City Responsibility SD230
-  - Proposed City Responsibility SD437
-  - Proposed City Responsibility Beal Street
-  - Proposed Removal
-  - Proposed City Responsibility Hwy 16B Frantage Roads
-  - Proposed City Responsibility Dyess Ave.



Lot H1 in Lot C of Lot 1 in the NW1/4 SW1/4 of Section 32, Township 2 North, Range 8 East of the B.H.M., in the City of Rapid City, Pennington County, South Dakota.

Lot H2 in Lot C of Lot 1 in the NW1/4 SW1/4 of Section 32, Township 2 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lots H1 and H2 in Lot B of Forkner Addition, Rapid City, in the NW1/4 SW1/4 of Section 32, Township 2 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lots H3 and H4 Amending the Original Plat of Lots H3 and H4 as Recorded in Book of Plats 10, Page 157, Dated August 24, 2004, in Lot B of Lots 7, 8, 9, and 12 of Forkner Addition, in the City of Rapid City, Pennington County, South Dakota.

Lot PE1 in Lot B of Lots 7, 8, 9 and 12 of Forkner Addition to the City of Rapid City, Pennington County, South Dakota.

Lot H1 in Lot C of Forkner Addition, in the NW1/4 SW1/4 of Section 32, Township 2 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Tract A in the SW1/4 SW1/4 of Section 32, Township 2 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H2 of Lot 1 of Tract D in the SW1/4 SW1/4 of Section 5, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H2 of Lot 1 Revised of Lot B of Replat of Tract 1 in Herringbone Subdivision to the City of Rapid City, Pennington County, South Dakota.

Lot H2 in Lot E of the Subdivision of Lot 3 in the SW1/4 SW1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H2 in Lot A of the Subdivision of Lot 2 in the NW1/4 NW1/4 of Section 17, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot 1 of Highway 79 Industrial Park, City of Rapid City, Pennington County, South Dakota.

Lot H1 in Lot B of Tract 2 of Kormylo Subdivision in Rapid City, located in the SW1/4 NW1/4 of Section 17, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot A in a portion of Lot H1 in the S1/2 SE1/4 of Section 28, Township 2 North, Range 8 East of the B.H.M., in the City of Rapid City, Pennington County, South Dakota.

Lot B in a portion of previously acquired 66' highway right of way as described in Federal Aid Project No. 177-A, dated November 9, 1923 in the SE1/4 of Section 28, Township 2 North, Range 8 East of the B.H.M., in the City of Rapid City, Pennington County, South Dakota.

A strip of land 66 feet wide containing 3.99 acres, more or less, being 33 feet wide on each side of a center line which is described as follows: Beginning at a point 148.5 feet north and 33 feet east of the Southwest corner of Section 28, T. 2 N. B.H.L., Range 8E B.H.M., said point being on the arc curve of a curve where a tangent to said curve has a bearing of N 76 degrees 21 minutes east; thence from said point along the arc of said curve turning toward the south or right for a distance of 274.8 feet, more or

less, to a point; thence along a line bearing S 89 degrees and 55 minutes E., more or less, for a distance of 1816 feet, more or less, to a point; thence along the arc of a curve with a radius of 1910 feet, turning toward the left or north for a distance of 537 feet, more or less, to a point which is 247.5 feet north of the Southeast corner of the Southwest Quarter (SW1/4) of said Section 28, Pennington County, South Dakota. Plat recorded on August 11, 1926.

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

Lot H1 in Lot A of Lot B of Replat of Tract 1 in the NW1/4 NW1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota

Lot H1 in Lot 9 of Tract 2 in the NW1/4 NW1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H2 in Lot 9 of Tract 2 in the NW1/4 NW1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota

Lot H1 in Lot 1 of Tract 2 in the NW1/4 NW1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot A of Lot 1 of Tract 2 in the NW1/4 NW1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot K of Lot 2 in the SE1/4 SW1/4 of Section 5, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot E of Lot 2 in the SE1/4 SW1/4 of Section 5, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot 2 in the SE1/4 SW1/4 of Section 5, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot 1 in the SE1/4 SW1/4 of Section 5, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in the NE1/4 NW1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot 1 in the SW1/4 SE1/4 of Section 5, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in the S1/2 SW1/4 SE1/4 of Section 5, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in the NW1/4 NE1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Tract A in the SE1/4 SE1/4 of Section 5, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot 1 and Lot 18 in Block 4 of Rapid Valley Subdivision in the N1/2 NE1/4 NE1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot 1 in Lot 18 in Block 3 of Rapid Valley Subdivision in the N1/2 NE1/4 NE1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot 1 in Block 3 of Rapid Valley Subdivision in the N1/2 NE1/4 NE1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot 18 in Block 2 of Rapid Valley Subdivision in the N1/2 NE1/4 NE1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot 1 in Block 2 of Rapid Valley Subdivision in the N1/2 NE1/4 NE1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot 1 & Lot 18 in Block 1 of Rapid Valley Subdivision in the N1/2 NE1/4 NE1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot 1 and Lot 3 of Tract "D" in the SW1/4 SW1/4 of Section 5, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota

Lot H1 in Lot 2 of Tract D in the SW1/4 SW1/4 of Section 5, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot 1 and Lot 2 of Lot B of Replat of Tract 1 in the NW1/4 NW1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

Lot H1 in Lot B of Replat of Tract 1 in the NW1/4 NW1/4 of Section 8, Township 1 North, Range 8 East of the B.H.M., Pennington County, South Dakota.

RECEIVED
FINANCIAL SERVICES DIVISION

**FINANCIAL AND ROAD TRANSFER AGREEMENT
BETWEEN THE CITY OF RAPID CITY AND THE STATE OF
SOUTH DAKOTA**

Agreement No. 612978

SECTION I - PURPOSE

An agreement for the purpose of funding transportation improvements and transferring segments of roads between the State of South Dakota and the City of Rapid City.

WHEREAS, the State of South Dakota hereinafter referred to as STATE and the City of Rapid City, hereinafter referred to as CITY, have agreed to the transfer of several segments of highways from the STATE to the CITY, and

WHEREAS, STATE and CITY mutually agree that in consideration for the above transfer, STATE will provide funding for improvements to the segments to be transferred and for improvements to the CITY'S transportation system, and

WHEREAS, STATE and CITY agree that improvements to the STATE and CITY transportation systems are vital to the development and business growth of western South Dakota,

WHEREAS, STATE and CITY agree that the highway segments listed in Section II of this AGREEMENT, and depicted in the attached map, will be transferred from STATE to CITY jurisdiction:

SECTION II - HIGHWAY SEGMENTS

US 16 B (Cambell St./East North Street) from 500 feet south of the centerline of Minnesota Street north to its junction with I-90, a distance of approximately 4.6 miles, including the St. Joseph Street ramps; except the structure over the railroad located approximately 0.3 miles south of St. Patrick Street.

SD 230 (Eglin Street) from its present junction with US 16B to its present junction with the Southeast Connector, a distance of approximately 2.1 miles, and the proposed new connection with Cheyenne Boulevard.

SD 238 (East St. Patrick Street) from its junction with US 16B (Cambell Street) to its junction with SD 44, a distance of approximately 1.3 miles.

SD 437 (Elk Vale Road) from its new junction with Concourse Drive to just north of SD 44, a distance of approximately 0.3 miles. (Previously agreed to on SE Connector Agreement 612802.)

Beale Street from Dyess Avenue to SD 230 (Eglin Street), a distance of 0.8 miles.

US 16B west Frontage Roads from Oregon Street south to approximately 400' south of Richland Drive, a distance of approximately 0.3 miles.

Dyess Avenue from Eglin Street to Beale Street, a distance of approximately 0.1 miles.

SECTION III - RESPONSIBILITIES

NOW, THEREFORE BE IT RESOLVED that the STATE and CITY agree to the following:

A. STATE will perform the following:

A1. Reconstruct Exit 60 in 2005 to provide westbound I-90 access and connection to Mall Drive.

A2. Provide funding and construction of East North Street from Exit 60 north to Mall Drive and reconstruction of Hwy 16B (East North St.) from southwest of East Anamosa Street to Exit 60. For this segment, STATE will provide a 5 lane undivided section from southwest of East Anamosa Street, north to Mall Drive. Plans for this extension will be included in the Exit 60 project with planning, design, right-of-way, and construction to be provided by the STATE. The estimated cost of this extension of East North Street from East Anamosa Street to Mall Drive is \$2.5 million.

A3. Provide CITY with \$4.9 million in funding for the construction of Mall Drive in 2005.

A4. Extend Elk Vale road between Exit 61 to approximately 500' north of Mall Drive when Exit 61 is reconstructed in 2007. The Elk Vale extension shall be compatible with segment capacity of the SE Connector through I-90. STATE agrees to pay for planning, design, right-of-way, and construction of this extension. This Elk Vale Road segment extension to 500' north of Mall Drive is anticipated to cost \$0.400 million. Extension of Elk Vale Road to 500' north of Mall Drive is contingent upon the successful completion of an overall agreement between CITY, City of Box Elder and Pennington County that addresses the jurisdiction of Elk Vale Road from Exit 61 to Mall Drive.

A5. Repair the existing concrete surface and place asphalt concrete on SD 238 (St. Patrick Street) between US 16B and SD 44 and resurface SD 437 (Elk Vale Road) with asphalt concrete from north of SD Hwy 44 to Concourse Drive. Estimated cost for the roadway resurfacing is \$0.900 million.

A6. Reconstruct US 16B (Cambell St.) to a five lane concrete surface from SD 238, south to Minnesota Street. The STATE agrees to retain ownership of the structure over the railroad on US 16B and will provide funding and oversight of major items such as deck replacement, guardrail upgrade, bridge inspection, deck overlays and structure replacement.

A7. Resurface SD 230 (Eglin Street) with asphalt concrete from just east of Dyess Avenue to Elk Vale Road. Estimated cost of the roadway resurfacing is \$0.350 million. The STATE also agrees to resurface Dyess Avenue from Eglin Street to Beale Street with asphalt concrete.

A8. Realign Eglin Street from Lowry Lane to the southeast across the railroad (approximately total length of 1000 feet). STATE to pay for planning, design, right-of-way, and construction of this section. Remainder of relocated Eglin Street to Cheyenne Boulevard connection is to be performed by others as development occurs.

A9. Fund 50% of the construction costs for work within the US 16B right-of-way to resolve a potential drainage issue on US 16B near Dodgetown.

A10. Obliterate Offutt Street from Exit 60 to Exit 61 after completion of Mall Drive from East North Street to Elk Vale Road.

A11. Resurface Beale Street with asphalt concrete from Dyess Avenue to Eglin Street.

A12. Initiate legislation for the South Dakota Legislature which will remove the above segments from the state maintained highway system and transfer them to the CITY.

A13. Transfer the absolute ownership of right-of-way and continuing maintenance for US 16B, SD 230, SD 238, SD 437, Beale Street, Dyess Avenue, and the US 16B west frontage roads described in Section II of this AGREEMENT to the CITY. Timing of the transfer will be in accordance with Section IV of this AGREEMENT.

B. CITY will perform the following:

B1. Submit periodic billings to the STATE for the construction of Mall Drive up to the maximum of \$4.9 million.

B2. Support legislation before the South Dakota Legislature as described in Section A12 of this AGREEMENT.

B3. Accept absolute ownership and continuing maintenance of US 16B, SD 230, SD 238, SD 437, Beale Street, Dyess Avenue and the US 16B frontage roads described in Section II of this AGREEMENT. The CITY also agrees to accept jurisdiction for these routes in accordance with the timing detailed in Section IV of this AGREEMENT.

B4. Provide routine maintenance of the structure over the railroad on US 16B (Cambell St.) including items such as snow and ice removal, guardrail repairs, and approach repairs or replacement.

B5. Participate in negotiations between the CITY, City of Box Elder, and Pennington County that produces a jurisdictional agreement for Elk Vale Road from Exit 61 to Mall Drive.

B6. Be the lead agency and provide funding for planning, design, and right-of-way costs associated with resolution of a potential drainage issue on US16B (Cambell St.) near Dodgetown. The CITY also agrees to provide funding for the construction cost over and above the STATE funding provided in Section III A9.

B7. Provide services in compliance with the Americans with Disabilities Act of 1990.

B8. Require an internal street network as development occurs within the property north of Interstate 90 and east of Dyess Street that will allow removal of Offutt Street once Mall Drive is completed to Elk Vale Road.

SECTION IV – SEGMENT TRANSFER TIMING

The CITY will assume absolute responsibility for operation and maintenance of the highway segments listed in Section II of this AGREEMENT upon completion of Phase 2 of the SE Connector except as noted below:

US 16B (Cambell Street) - The STATE shall maintain each of the roadway surfaces from Minnesota Street to St. Patrick Street and from east of East North Street intersection to I-90 until the proposed reconstruction of each these sections of US 16B are completed.

SD 230 (Eglin Street) - The STATE shall maintain the roadway surface until reconstruction of Exit 60 & Exit 61 is complete and the proposed resurfacing work is complete.

SD 238 (St. Patrick Street) - The STATE shall maintain the roadway surface until the proposed resurfacing work is complete.

SD 437 (Elk Vale Road) - The STATE shall maintain the roadway surface until the proposed resurfacing work is complete.

Beale Street – The STATE shall maintain the roadway surface until the proposed resurfacing work is complete.

US 16B west Frontage Roads – The STATE shall maintain the roadway surface until US 16B from St. Patrick Street to Minnesota Street is reconstructed.

SECTION V – CONTRACTUAL

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.

Neither this AGREEMENT nor any interest therein shall be assigned, sublet or transferred unless written permission to do so is granted by the STATE.

This AGREEMENT shall be effective on the date of signature by the Secretary of Transportation.

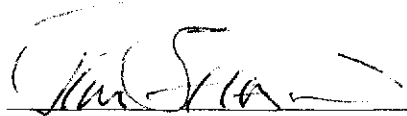
In the event the AGREEMENT is terminated by the STATE for fault on the part of the CITY; the AGREEMENT shall be null and void.

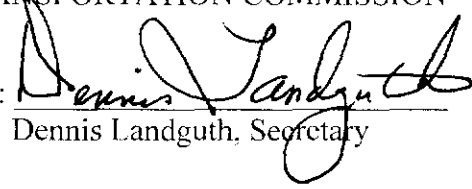
The STATE and CITY have the option to and right to terminate or cancel the entire AGREEMENT if both parties agree thereto in writing.

Any dispute concerning this AGREEMENT between the parties hereto shall be referred to the Secretary of Transportation or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties of this AGREEMENT.

CITY COUNCIL
CITY OF RAPID CITY

SOUTH DAKOTA DEPARTMENT OF
TRANSPORTATION
TRANSPORTATION COMMISSION

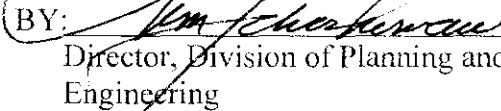
BY: 
Jim Shaw, Mayor City of Rapid
City

BY: 
Dennis Landguth, Secretary

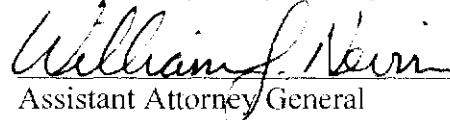
DATE: 4-5-04

DATE: 5-18-04

ATTEST: 
City Finance Officer

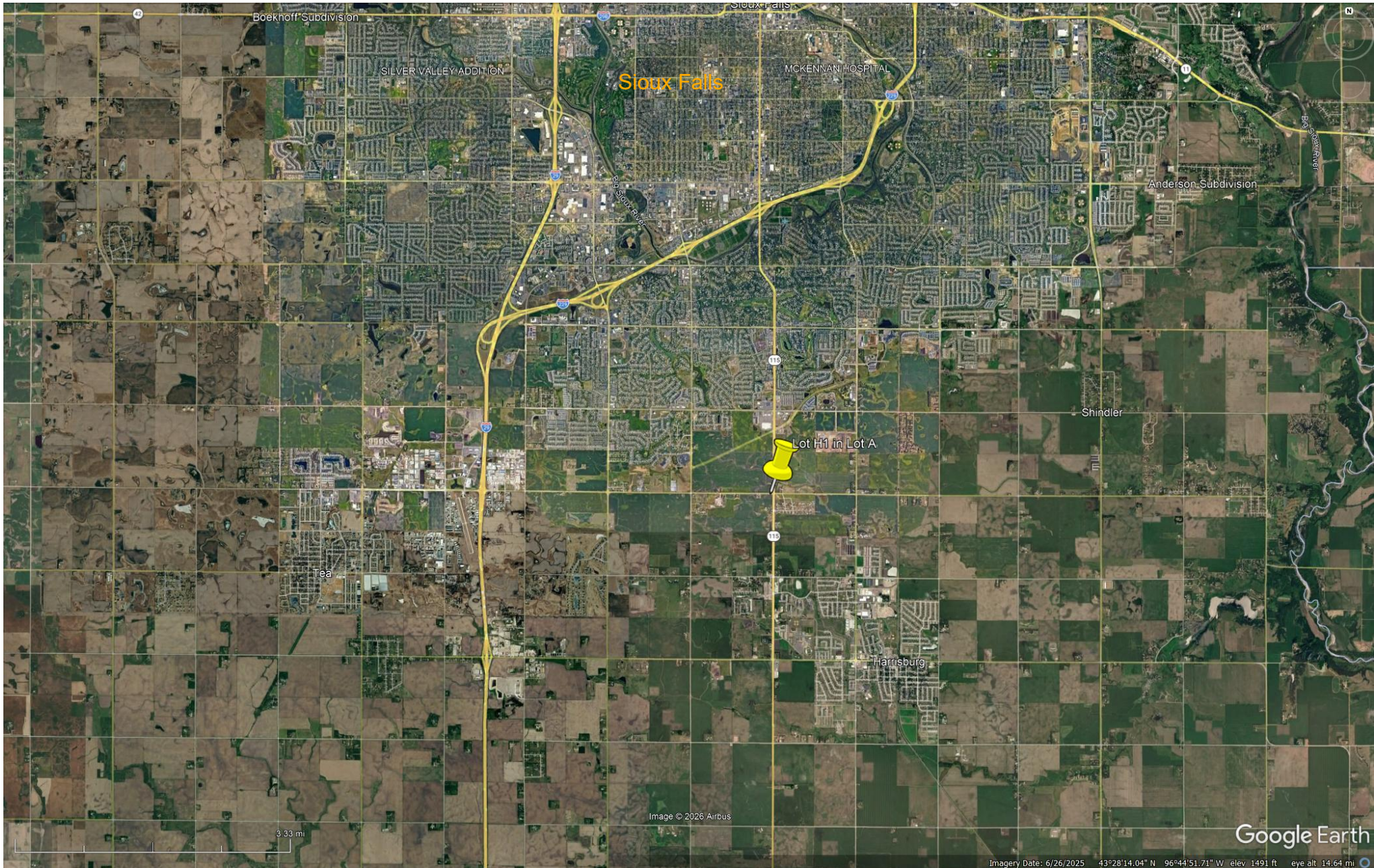
BY: 
Director, Division of Planning and
Engineering

APPROVED AS TO FORM

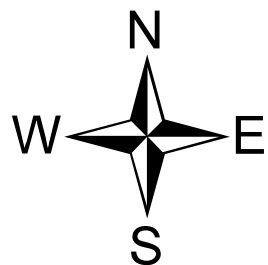

Assistant Attorney General

ROW Item #2

Overview Map

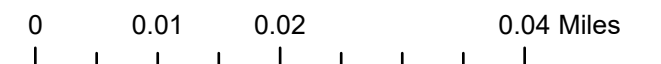


Lincoln County



Legend

 Commission Items

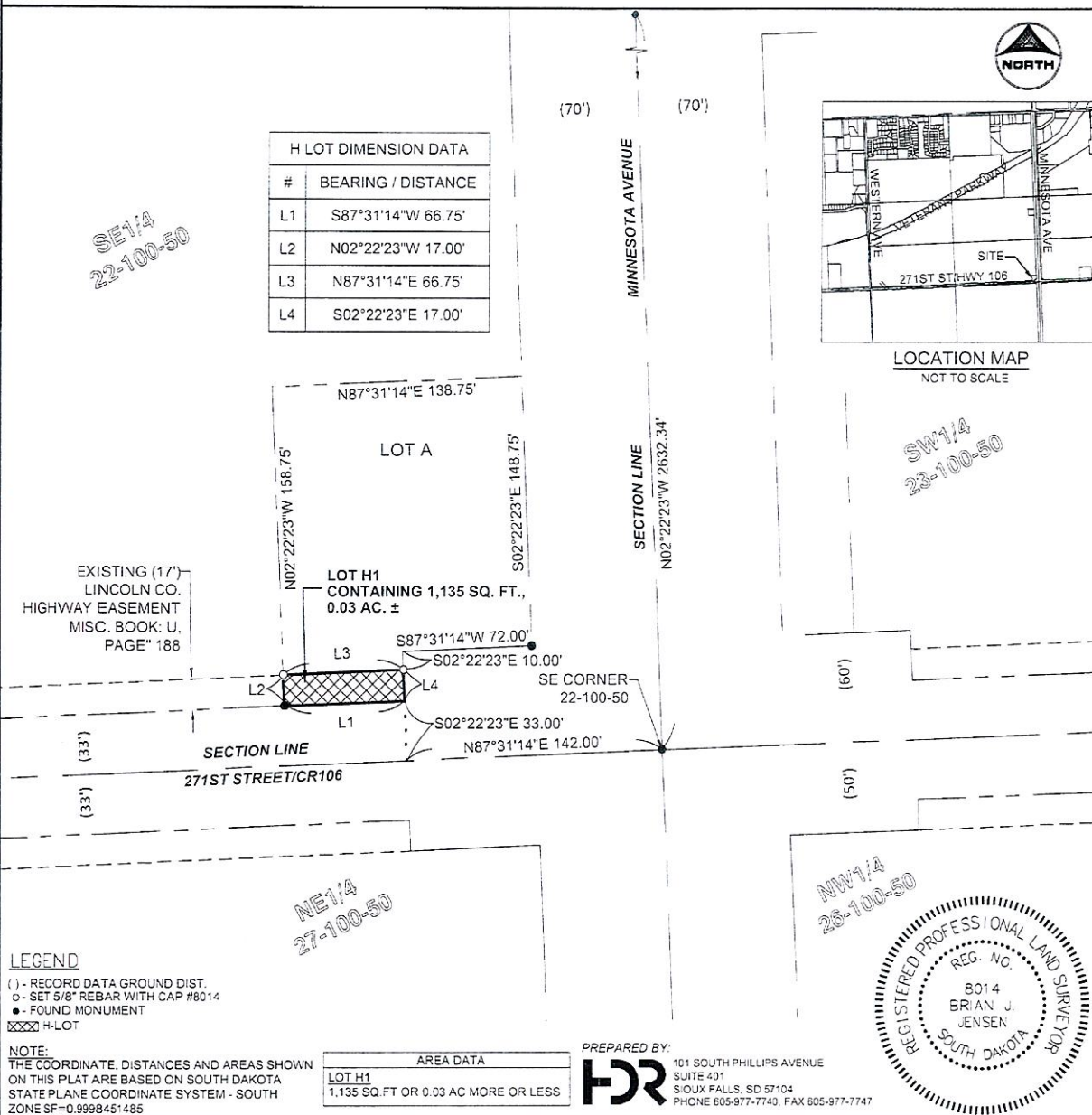


PARCEL NO. 1A.3

PLAT OF LOT H1

In Lot A in the South 208.75' of the East 208.75' part of the Southeast Quarter, of the Southeast Quarter (SE1/4, SE1/4) of Section 22, Township 100 North, Range 50 West of the 5th Principal Meridian,

LINCOLN COUNTY, SOUTH DAKOTA
Showing a parcel of land to be dedicated for highway purposes
Scale: 1 Inch = 60 feet



DEDICATION CERTIFICATE

The State of South Dakota, acting by and through the Department of Transportation and its State Transportation Commission, owner of Lot A in the South 208.75' of the East 208.75' part of the Southeast Quarter, of the Southeast Quarter (SE1/4, SE1/4), as shown above, do hereby join in the approve the survey and plat of land as represented and shown on the above plat; and the land therein represented and designated as Lot H1 containing 0.03 acres, more or less, as shown and represented by said survey and plat, is hereby intended for and dedicating control of access and platted lot(s) to the public for highway purposes.

Witness my hand on this _____ day of _____ A.D., 20____.

State of South Dakota
 Acting by and through the Department of Transportation
 and its State Transportation Commission.

SECRETARY, SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

SURVEYOR'S CERTIFICATE

I, Brian J. Jensen, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the City of Sioux Falls, the survey of the tract of land as shown on the above plat was conducted under my direct supervision and such tract of land shall be hereafter known by the lot name designated above. The location and dimensions of the tract are as shown on this plat.

In witness there of, I have set my hand and seal on this 17 day of APRIL A.D., 2020

[Signature]
 Registered Land Surveyor
 Registration No. 8014

OFFICE OF REGISTER OF DEEDS

State of South Dakota
 County of _____ ss
 Filed for record the _____ day of _____ A.D., 20____, at _____ M., and recorded in Book of Plats _____ on Page _____ therein.

Register of Deeds

by

Deputy

SHEET 1 of 1

**JURISDICTION TRANSFER AGREEMENT
BETWEEN
STATE OF SOUTH DAKOTA
AND
SIOUX FALLS, SOUTH DAKOTA**

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in the Agreement as the "STATE" and the city of Sioux Falls, South Dakota referred to in this Agreement as "CITY." This Agreement is subject to approval by the South Dakota Transportation Commission ("the Commission") and will be null and void if not approved by the Commission.

BACKGROUND

- A. The STATE desires to transfer a segment of DOT right-of-way property to the CITY.
- B. The parties acknowledge and agree that they have each received good and valuable consideration in exchange for the promises and obligations set forth in this Agreement.
- C. This Agreement is a joint powers agreement authorized by SDCL Ch. 1-24. The transfer of highway right-of-way under this Agreement will be for public highway purposes pursuant to SDCL §§ 31-19-63 and 31-19-64.

THE STATE AND THE CITY MUTUALLY AGREE AS FOLLOWS:

1. **Highway Right-of-Way Transfer to the City.** If approved by the South Dakota Transportation Commission (the "Commission"), the STATE will transfer to the CITY by quit claim deed pursuant to SDCL §§ 31-19-63 and 31-19-64, all of the STATE'S ownership interests in the real property legally described as follows and referred to in this Agreement as the "TRANSFER SEGMENT."

Lot H1 in Lot A in the South 208.75' of the East 208.75' part of the SE1/4 SE1/4 of Section 22, Township 100 North, Range 50 West of the 5th P.M., Lincoln County, South Dakota.

Said Lot H1 contains 0.03 acre (1,135 sq. ft.), more or less.

A copy of the plat of the TRANSFER SEGMENT is attached to this Agreement as **Exhibit A**. The transfer of the TRANSFER SEGMENT will occur within ten (10) business days after the Commission's approval of the transfer and the CITY will then exercise complete possession, jurisdiction, maintenance and control over the TRANSFER SEGMENT. The STATE makes no representation or warranties of title for the TRANSFER SEGMENT.

The above-described Lot H1 in Lot A may be used by the CITY for all lawful purposes as it sees fit.

2. **Assignment.** 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.

3. **Warranty.** The STATE makes no representations or warranties of title for any of the property to be conveyed pursuant to this Agreement.
4. **Effective Date.** This Agreement will be effective as of date of last signature.
5. **Authority to Sign.** The CITY has designated it's Mayor as the CITY'S authorized representative and has empowered its Mayor with the authority to execute this Agreement and all other documents necessary to meet the CITY'S obligations under this Agreement. A copy of the CITY'S Commission minutes or resolution authorizing the CITY to enter into this Agreement and authorizing the Mayor to execute this Agreement and related documents on behalf of the CITY, is attached to this Agreement as **Exhibit B**.

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.

City of Sioux Falls, South Dakota

State of South Dakota
Department of Transportation

By: _____
Its Mayor

By: _____
Its Secretary

Printed Name: Paul TenHaken

Printed Name: Joel Jundt

Date: _____

Date: _____

Attest

Approved as to Form:

City Finance Officer

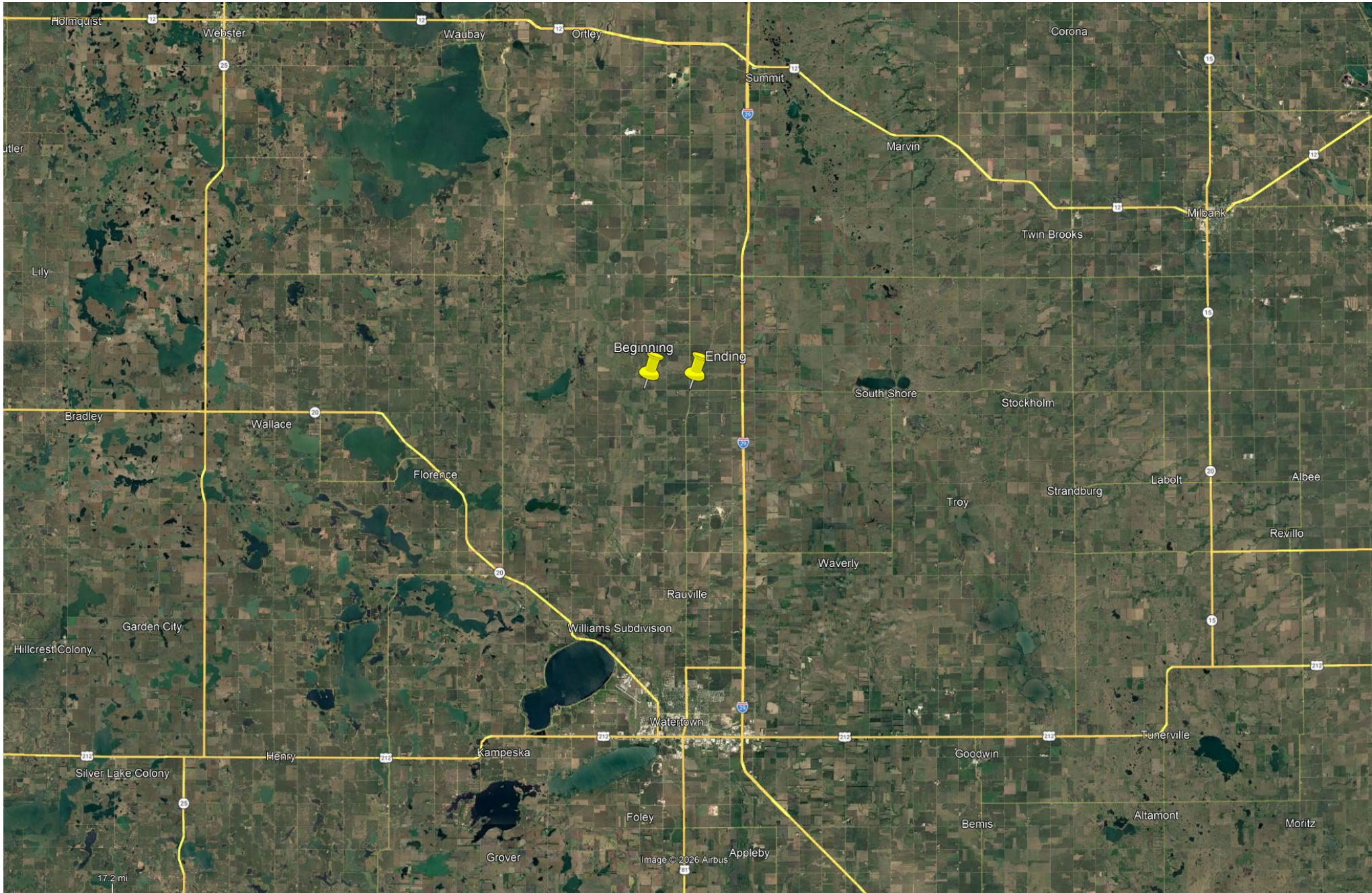
/s/ Dustin W. DeBoer

Special Assistant Attorney General

(SEAL)

ROW Item #3

Overview Map



Proposed Transfers to Codington County Township 119 North, Range 52 West

ROW Item #3



Legend

 Commission Items



**REAL PROPERTY TRANSFER AGREEMENT
BETWEEN
STATE OF SOUTH DAKOTA
AND
CODINGTON COUNTY, SOUTH DAKOTA**

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 Codington County, South Dakota, referred to in this Agreement as the "COUNTY." This Agreement is subject to approval by the South Dakota Transportation Commission ("the Commission") and will be null and void if not approved by the Commission.

1. PURPOSE AND BACKGROUND

The purpose of this Agreement is to transfer a certain parcel of land with operational and maintenance responsibilities from the STATE to the COUNTY for public highway purposes pursuant to SDCL §§ 31-19-63 and 31-19-64.

2. REAL PROPERTY FOR WHICH OWNERSHIP IS TO BE TRANSFERRED

A. If approved by the Commission, the STATE will transfer to the COUNTY by quit claim deed, pursuant to SDCL §§ 31-19-63 and SDCL 31-19-64, all of the STATE's ownership interests in and operational and maintenance responsibilities to portions of Sixth Street, referred to in this Agreement as the "Transfer Segment," located in Codington County, South Dakota.

B. The STATE will transfer the Transfer Segment, legally described as follows, to the COUNTY:

Lot H1 in Lot X in the W1/2 NW1/4 of Section 11, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 1.50 acres)

Lot A in Lot H1 in the W1/2 NW1/4 of Section 11, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 0.02 acre)

Lot A in Lot H1 in the E1/2 NW1/4 of Section 11, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 1.47 acres)

Lot A in Lot H1 in the NE1/4 of Section 11, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 3.04 acres)

Lot A in Lot H1 in the NW1/4 of Section 12, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 3.04 acres)

Lot A in Lot H2 in the N1/2 NE1/4 of Section 12, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 2.98 acres)

Lot A in Lot H1 in the SW1/4 of Section 2, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 1.18 acres)

Lot A in Lot H1 in the SE1/4 of Section 2, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 3.04 acres)

Lot A in Lot H1 in the SW1/4 of Section 1, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 3.04 acres)

Lot A in Lot H2 in the S1/2 SE1/4 of Section 1, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 3.03 acres)

C. The COUNTY will accept ownership and maintenance responsibilities of the entire Transfer Segment.

3. THE STATE AGREES TO THE FOLLOWING:

If approved by the Commission, the STATE will transfer the Transfer Segment to the COUNTY upon execution of this Agreement. The STATE will prepare the documents necessary to convey ownership of the Transfer Segment and arrange for the recording of the transfer deed.

4. THE CITY AGREES TO THE FOLLOWING:

The COUNTY will accept maintenance responsibilities of the Transfer Segment upon full execution of this Agreement. The COUNTY will accept ownership of the Transfer Segment upon delivery by the STATE to the COUNTY of the necessary documents of conveyance.

5. INDEMNIFICATION

The COUNTY will indemnify the STATE, including its officers, agents, and employees, against any and all actions, suits, damages, liability, or other proceedings that arise as a result of the COUNTY's performance under this Agreement. This section does not require the COUNTY 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

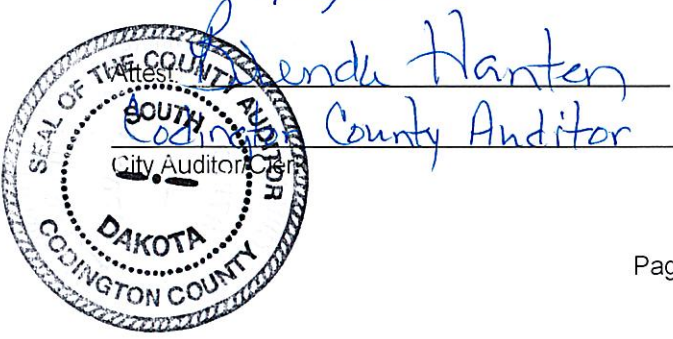
- A. The COUNTY may not assign this Agreement, in whole or in part, without the STATE's prior written consent. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and must be signed by an authorized representative of each of the 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 date of last signature.
- D. The COUNTY has designated its Commission Chair as the COUNTY's duly authorized representative and has empowered the Commission Chair with the authority to sign this Agreement on behalf of the COUNTY.

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 COUNTY to enter into same.

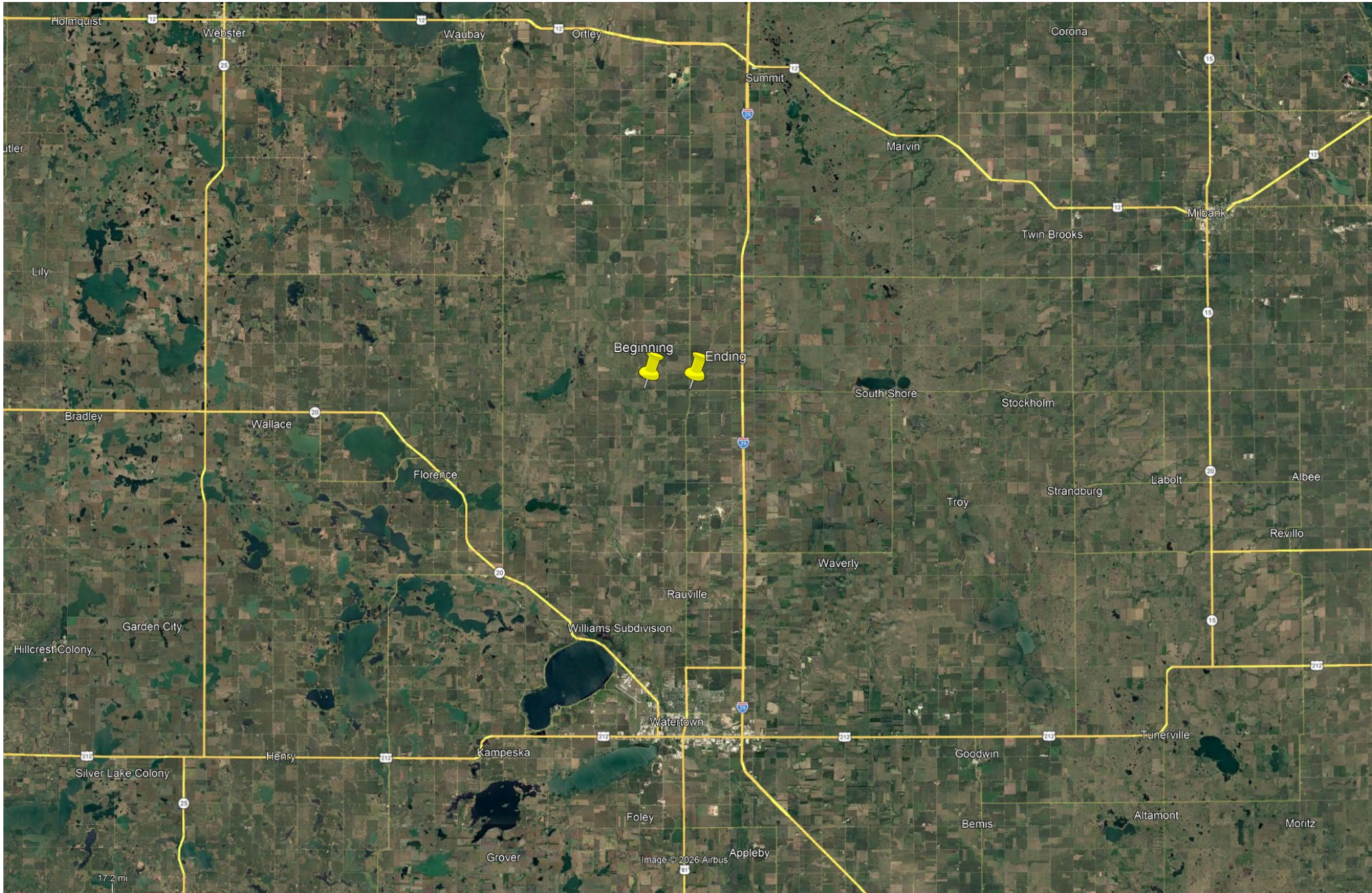
Codington County, South Dakota
 By: [Signature]
 Its: Commission Chair
 Date: 4/2/24

State of South Dakota
 Department of Transportation
 By: _____
 Its: Secretary
 Date: _____

Approved as to Form:
/s/ Paul W. Coppock
 Special Assistant Attorney General




ROW Item #4 Overview Map

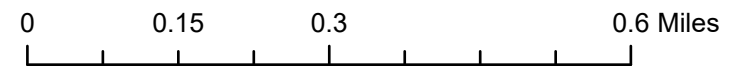


Proposed Abandonments to Codington County Township 119 North, Range 52 West



Legend

 Commission Items



CODINGTON COUNTY ABANDONMENTS

Lot H1 in the SE1/4 of Section 3, Township 119 North, Range 52 West of the 5th P.M., (Res.), Codington County, South Dakota. (contains 0.34 acre)

Lot H2 in the SW1/4 of Section 2, Township 119 North, Range 52 West of the 5th P.M., (Res.), Codington County, South Dakota. (contains 0.43 acre)

Lot B in a part of Lot H1 in the W1/2 NW1/4 of Section 11, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 5.61 acres)

Lot B in a part of Lot H1 in the E1/2 NW1/4 of Section 11, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 1.53 acres)

Lot B in a part of Lot H1 in the NE1/4 of Section 11, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 1.72 acres)

Lot B in a part of Lot H1 in the NW1/4 of Section 12, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 1.74 acres)

Lot B in a part of Lot H2 in the N1/2 NE1/4 of Section 12, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 1.67 acres)

Lot B in a part of Lot H1 in the SW1/4 of Section 2, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 0.38 acre)

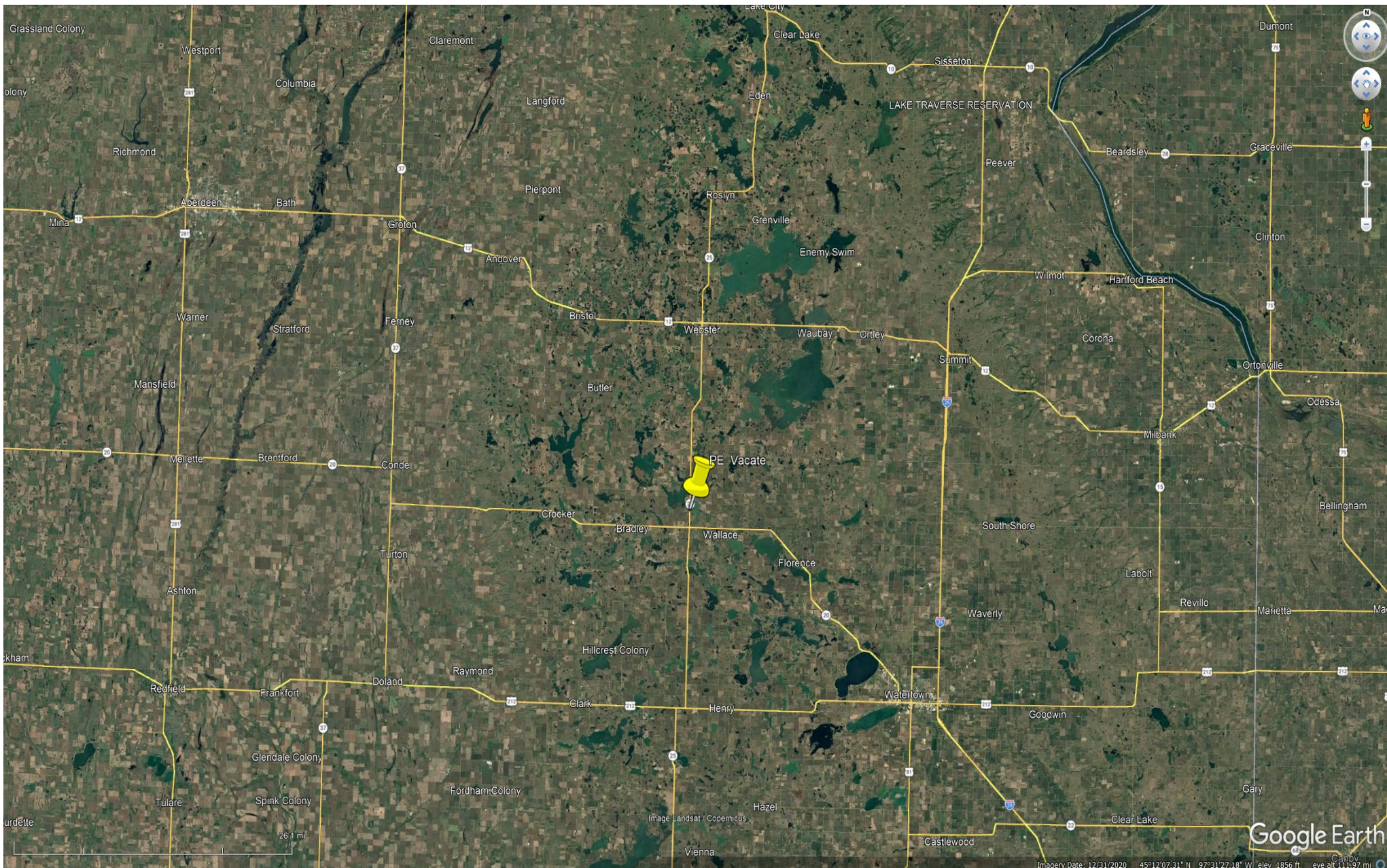
Lot B in a part of Lot H1 in the SE1/4 of Section 2, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 1.32 acres)

Lot B in a part of Lot H1 in the SW1/4 of Section 1, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 1.30 acres)

Lot B in a part of Lot H2 in the S1/2 SE1/4 of Section 1, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota. (contains 1.68 acres)

ROW Item #5

Overview Map



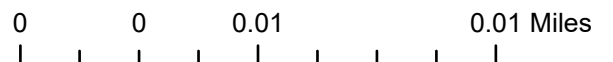
Proposed Permanent Easement Abandonment

Clark County, Section 14, Township 119 North, Range 56 West



Legend

 Commission Items



PARCEL 6

EXHIBIT A

Showing a Permanent Easement to be acquired for a culvert

in the N1/2 of the SW1/4 of Section 14, Township 119 North, Range 56, West of the 5th P.M.,
except Lot H-1 thereof

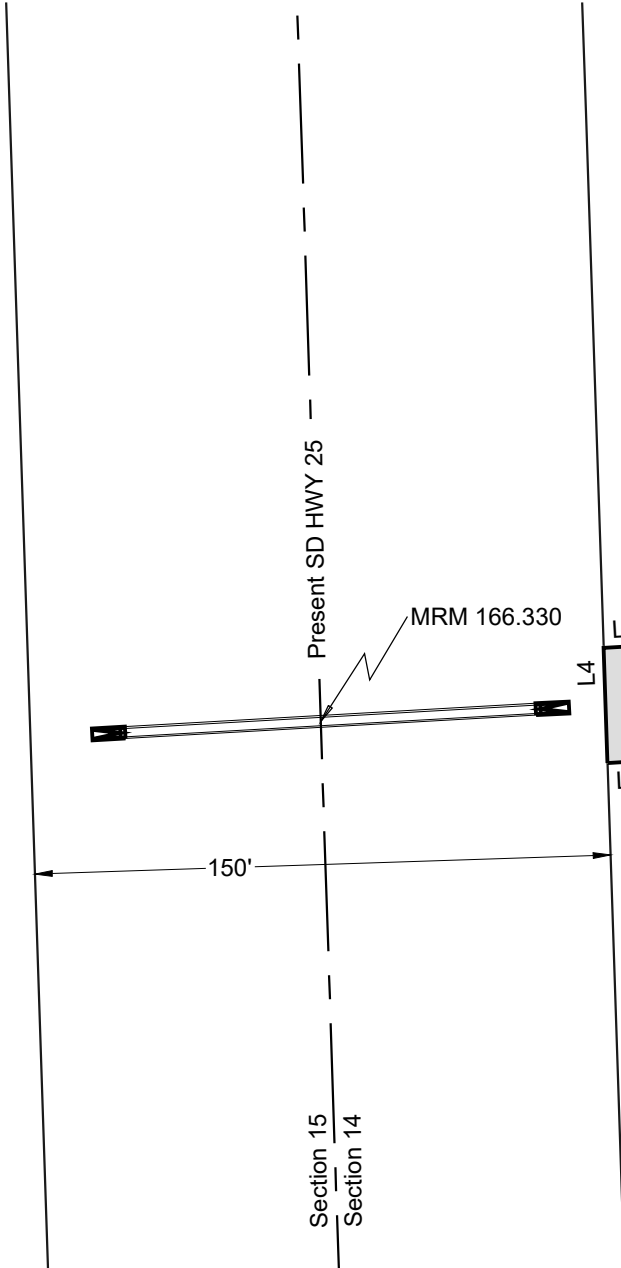
CLARK COUNTY, SOUTH DAKOTA

Not to Scale



	Length
L1	10±
L2	30.00'
L3	11±
L4	30.00'

N1/2 SE1/4



N1/2 SW1/4

LEGEND: = Proposed Culvert = New Pipe End Section

NOTE: Permanent Easement depicted heron is 15 feet each side of the centerline of the culvert extending from the right of way line of Present SD Highway 25 easterly 20 feet beyond the end of the culvert as constructed and in place.

04EW
P-PH 0025(81)158

Drawn By: Yelena S. Hulko Date: 07/22/2022
Checked By: Nathan W. Nielson Date: 07/22/2022



Filed in - Clark County
Recorded on 5/23/2024 9:45 AM
Transaction # 1033815

Document #
Book UUU Trans. Fee - Exempt
Page 770 (3 pages) Rec. Fee \$20.00

Andrea Helkenn
Andrea Helkenn, Register of Deeds

Return To:
DOT

DOTRW-71 (1-16)

PERMANENT EASEMENT FOR DRAINAGE AND UTILITY PURPOSES

Project No. P-PH 0025(81)158 PCN No. 04EW Parcel No. 6
County Clark

This Easement by and between the STATE OF SOUTH DAKOTA
acting by and through its DEPARTMENT OF TRANSPORTATION
hereinafter referred to as the GRANTEE, and BYRAN NELSON
hereinafter referred to as the OWNER, Witnesseth:

WHEREAS the GRANTEE is desirous of constructing and maintaining a drainageway improvement and other utilities, and the OWNER is desirous of cooperating with the GRANTEE in the construction of said drainageway improvement to his mutual benefit upon the following real property hereinafter described as:

The N1/2 of the SW1/4 of Section 14, Township 119 North, Range 56 West of the 5th P.M., except Lot H-1 thereof, Clark County, South Dakota. Permanent Easement containing 313 sq. Ft. more or less, as shown on attached Exhibit A.

DOTRW-71 (1-16)

NOW, THEREFORE, in total consideration of \$ 500.00 for easements, improvements and damages, the OWNER hereby grants to the GRANTEE a Perpetual Easement for drainage and other utility purposes, and for the maintenance of said drainageway improvement, in accordance with the project plans and specifications now on file. The GRANTEE may use all necessary easement area upon said real estate for the proper construction of said drainage improvement.

The OWNER grants permission to the GRANTEE, its agents, representatives, assigns, or any Contractor employed by the GRANTEE to enter upon the above described premises and make upon such premises such changes as are found necessary for the proper construction and maintenance thereof. It is agreed and understood that all the areas used shall be sloped, graded and restored as is practicable in the construction of said drainage improvement and left in a neat and workmanlike manner.

THE OWNER, his heirs, successors, or his assigns shall not interfere with or disturb the construction work within the easement area without express approval of the GRANTEE.

THE FOLLOWING AGREEMENTS mutually agreed upon by and between the parties hereto are made a binding part of this agreement:

The GRANTOR has been advised of the right to an appraisal of GRANTOR'S property and hereby waives any right to such appraisal. The parties agree the total payment for all property interests acquired by the STATE, including land conveyed, temporary easements, damages, improvements, and interest, is Five Hundred dollars (\$ 500.00).

DOTRW-71 (1-16)

THE OWNER grants permission to the GRANTEE to enter upon the above described property to commence construction upon signing of this AGREEMENT.

IN WITNESS WHEREOF the OWNER has executed this easement this 2nd day of May, 2024.

Sign: Bryan Nelson

Sign: _____

Printed Name: Bryan Nelson

Printed Name: _____

ACKNOWLEDGMENT

STATE OF South Dakota)

:SS

COUNTY OF Clark)

On this the 2nd day of May, 2024, before me Scott Nelson, a notary public, personally appeared Bryan Nelson, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Scott Nelson
Notary Public

My Commission Expires: 11/4/28



The above and foregoing Agreement approved this 21 day of May, 2024.

John Keyes
Right of Way Authorized Representative

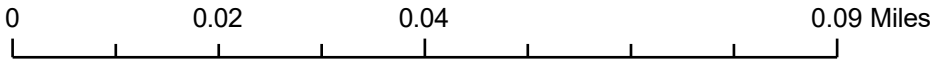
ROW Item #6

Overview Map



Proposed Disposal Properties in Codington County

NE1/4, Section 24, Township 117 North, Range 53 West



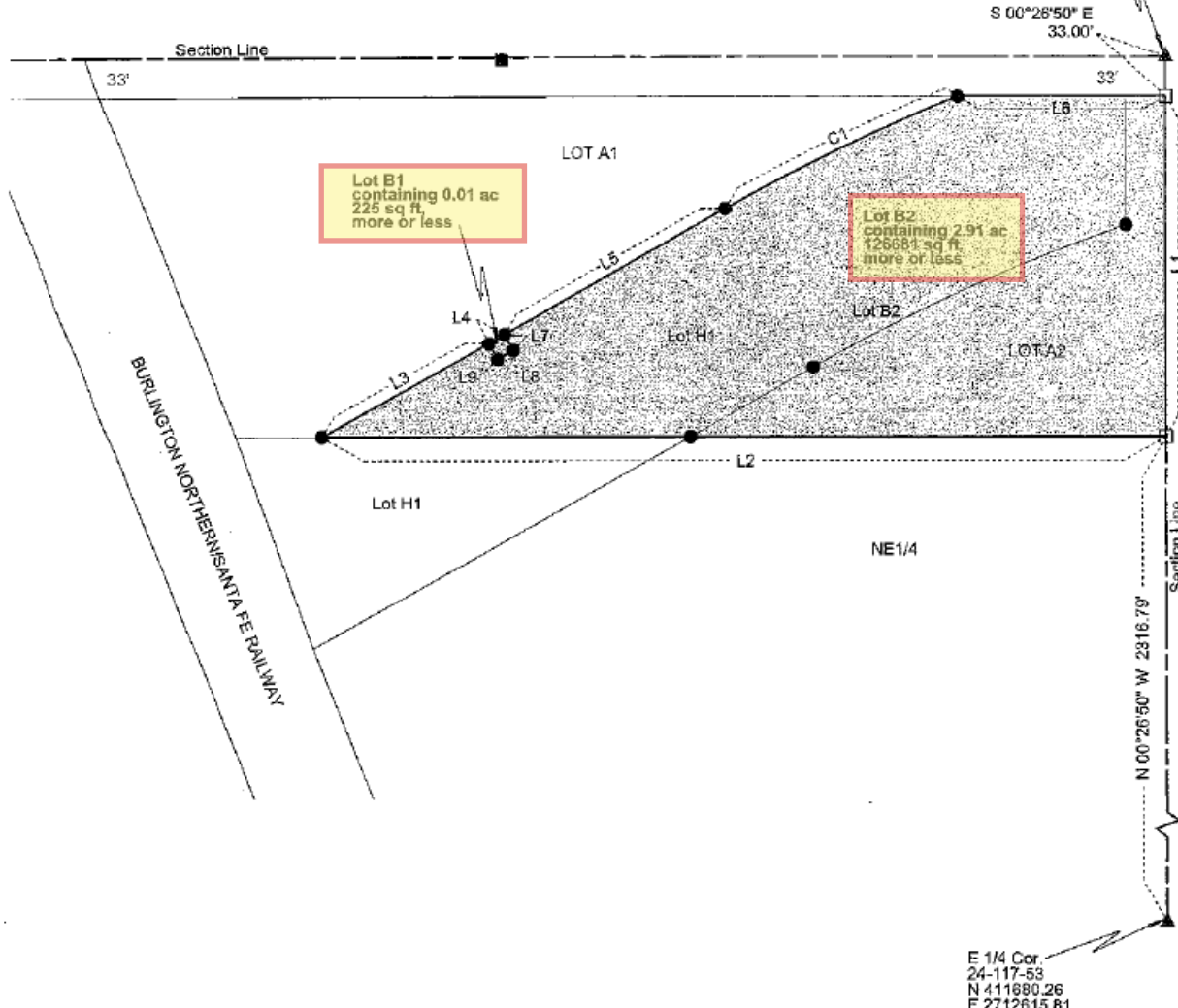
PLAT OF

Lot B1 in the North 315 feet of the NE1/4 of Section 24 - Township 117 North - Range 53 West of the 5th P.M., lying east of the right of way of the Burlington Northern Railroad Company
 and
 Lot B2 in the North 315 feet of the NE1/4 of Section 24 - Township 117 North - Range 53 West of the 5th P.M. and in Lot A2 in the North 315 feet of the NE1/4 of Section 24 - Township 117 North - Range 53 West of the 5th P.M.; all lying east of the right of way of the Burlington Northern Railroad Company
 CODINGTON COUNTY, SOUTH DAKOTA
 Showing parcels of land
 Scale: 1 inch = 100 feet

- LEGEND**
- = found R.O.W. corner
 - ▲ = found P.L.S.S. corner
 - = found property corner
 - = set property corner

	Bearing	Length	Chord	Radius
L1	S 00° 26' 50" E	281.96		
L2	S 89° 37' 53" W	704.33		
L3	N 60° 19' 41" E	158.41		
L4	N 60° 19' 41" E	15.00		
L5	N 60° 19' 41" E	211.28		
C1	N 63° 55' 31" E	216.12	215.98	1711.79R
L6	N 89° 37' 53" W	173.87		
L7	S 29° 40' 19" W	15.00		
L8	S 60° 19' 41" W	15.00		
L9	N 29° 40' 19" W	15.00		

NE Cor.
 24-117-53
 N 414311.92
 E 2712595.26



Note 1: The coordinates, bearings, distances and areas shown on this plat are based on the South Dakota State Plane Coordinate System Grid North - North Zone NAD 83(2011), epoch 2010.00 Geoid18 CSF = 0.9998669761 U.S. Survey Feet

Note 3: This plat vacates previously platted Lot B in Lot H1 in the North 315 feet of the NE1/4 of Section 24 - Township 117 North - Range 53 West of the 5th P.M., lying east of the right of way of the Burlington Northern Railroad Company, Codington County, South Dakota, as recorded in Book of Plats OP on Page 1021

Note 2: This plat vacates previously platted Lot H1 in the North 315 feet of the NE1/4 of Section 24 - Township 117 North - Range 53 West of the 5th P.M., lying east of the right of way of the Burlington Northern Railroad Company, Codington County, South Dakota, as recorded in Book of Plats *O* P on Page 58

Drawn By Joe Dietmeyer Date 06/03/2024
 Checked By Jon Nelson Date 06/03/2024

SURVEYOR'S CERTIFICATE

JONATHAN J. NELSON, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the South Dakota Department of Transportation the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this 3rd day of June, A.D., 2024

Jonathan J. Nelson
 Registered Land Surveyor
 Registration No. 8099



OFFICE OF REGISTER OF DEEDS

State of South Dakota
 County of _____ ss
 Filed for record the _____ day of _____, A.D., 20____, at _____ M., and recorded in Books of Plats _____ on Page _____ therein.

Register of Deeds _____ by _____ Deputy

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
REAL PROPERTY TRANSFER AGREEMENT**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2026, by and between the State of South Dakota, acting by and through its Department of Transportation, whose post office address is 700 East Broadway Avenue, Pierre, South Dakota 57501-2586, referred to in this Agreement as "Seller," and Clay Kistler, whose notice address is 814 26th Avenue NW, Watertown, South Dakota 59201, referred to in this Agreement as "Purchaser."

PURPOSE OF THE AGREEMENT. Seller agrees to accept, and Purchaser agrees to transfer, upon the terms and conditions set forth in this Agreement, the Seller's interest in the real property described as follows:

Lot B1 in the North 315 feet of the NE1/4 of Section 24, Township 117 North, Range 53 West of the 5th P.M., lying east of the right of way of the Burlington Northern Railroad Company, Codington County, South Dakota.

This Agreement is contingent upon the approval of the transfer and disposition of the above-described real property by the South Dakota Department of Transportation Secretary. Approval by the South Dakota Transportation Secretary will allow the property to be transferred by Quitclaim Deed. If the South Dakota Transportation Secretary does not approve this Agreement or the disposition of the property, this agreement will be considered null and void.

PURCHASE PRICE AND PAYMENT. The Parties agree that the purchase price will be zero dollars (\$0). Seller sold the following property on March 30, 2011:

Lot A1 in the North 315 feet of the Northeast Quarter of Section Twenty-four (NE1/4 24), Township One Hundred Seventeen North (117N), Range Fifty-three West (53W) of the 5th P.M., lying East of the Burlington Northern Railroad Company Right-of-Way, Codington County, South Dakota.

DOT appraised Lot A1 with the assumption an existing water well was located upon Lot A1. A later survey discovered the water well was outside the perimeter of the Lot A1 property line. Lot B1 includes the water well and this Agreement intends to correct the intended transfer of the well property (Lot B1) via Quitclaim Deed to the owner of Lot A1, who is Purchaser herein. Upon full execution of this Agreement, Seller will record a Quitclaim Deed to Purchaser of the transfer of Lot B1.

VISUAL INSPECTION. Purchaser has been allowed to make a complete visual inspection of the subject real property and has knowledge as to the past uses of the subject real property. Based upon this inspection and knowledge, Purchaser is aware of the condition of the subject real property and specifically acknowledges that Purchaser is purchasing the subject real property in an "as is with all faults" basis. Purchaser is not relying on any representation or warranties of any kind whatsoever from

Seller as to any matters concerning the subject real property, including the physical condition of the subject real property or any defects thereof; the presence of any hazardous substances, wastes, contaminants in, on, or under the subject real property; the condition or existence of any of the above ground or underground structures or improvements in, on, or under the subject real property; the condition of title to the subject real property; or any leases, easements, or other agreements affecting the subject real property.

CONVEYANCE. Upon full execution of this Agreement, Seller will convey, or cause to be conveyed, all of Seller's right, title, and interest in and to the described real property, if any, to Purchaser by quitclaim deed, subject to any visible or recorded easements, exceptions, and reservations of record, or as may be made, done, or permitted by Purchaser; and in accordance with the other terms, conditions, and reservations contained in this Agreement. The quit claim deed from Seller to Purchaser will contain the following provisions:

It is expressly understood that the Grantor reserves all rights to all deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas, and other like substance, together with the right to prospect for, mine, and remove the same upon rendering compensation to the owner or lessee for all damages that may be caused by such prospecting or removal.

Purchaser understands and accepts the real property (Lot B1) subject to all encumbrances, covenants, conditions, and restrictions, whether of record or not.

The provisions of this Agreement will be covenants running with the land binding upon and inuring to the benefit of Seller and Purchaser and their respective successors and assigns.

POSSESSION. Seller will be entitled to maintain possession of the subject real property until Seller has recorded the Quitclaim Deed, at which time Seller will surrender possession to the Purchaser.

PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser warrants and represents that Purchaser has all requisite power, authority, and capacity to enter into this Agreement and perform the obligations hereunder, and that the execution and performance of this Agreement by Purchaser in compliance with the provisions hereof does not violate any provisions of law applicable to Purchaser and does not conflict with or constitute a default under the terms of any agreement of which Seller is a party and has been authorized by all necessary board or commission actions. Purchaser agrees that the representations and warranties contained in this Agreement will survive the closing.

BINDING AGREEMENT. This Agreement constitutes the entire agreement between the parties for the transfer of the subject real property and will bind and inure to the benefit of the Seller, the Purchaser, and their heirs, executors, administrators, successors, and assigns.

EXECUTION OF DOCUMENTS. The parties each agree to execute any and all documents necessary to effectuate the terms and conditions of this Agreement.

PARTIAL INVALIDITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

CHOICE OF LAW/FORUM. The parties agree that South Dakota law will govern this transaction. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

SURVIVAL OF WARRANTIES AND COVENANTS. All warranties, representations, covenants and agreements made by the parties in this Agreement will survive the closing, regardless of what examinations, inspections, audits, and other investigations the parties, or either of them, have theretofore made.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which will be deemed an original of this Agreement, but all of which together will constitute one and the same instrument.

COMPLETE AGREEMENT. This Agreement constitutes the complete Agreement of the parties and supplants and supersedes all prior or contemporaneous, oral or written, discussion, agreements, or effects.

TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. If either party fails to perform this Agreement within the time limits specified in this Agreement, the other party may proceed to declare this Agreement null and void, may seek specific performance, or may pursue any other remedies available at law or in equity.

TAXES. Real property taxes, if any, are the responsibility of Seller until the recorded date of quitclaim deed.

ATTORNEY'S FEES AND RELATED EXPENSES. Each party will be responsible for its own attorney's fees and expenses relating to the transfer of this property.

HEADINGS. The headings, titles and subtitles in this Agreement have been inserted solely for convenient reference and will be ignored in its construction.

Purchaser
By: Clay Kistler
Clay Kistler

Department of Transportation
By: _____
Joel Jundt

Its: Owner
Date: 4-28-26

Its: Secretary
Date: _____

Approved as to Form:
/s/ Dustin W. DeBoer
Special Assistant Attorney General

ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE

STATE ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF HUGHES)

On this the ____ day of _____, 2026, before me, _____, a notary public within and for said County and State, personally appeared Joel Jundt, Secretary of the Department of Transportation, State of South Dakota, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC

(NOTARY SEAL)

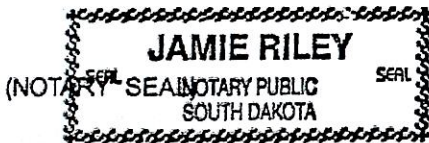
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF CODINGTON)

On this the 28th day of April, 2026, before me, JAMIE RILEY, a notary public within and for said County and State, personally appeared Clay Kistler, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



[Signature]

NOTARY PUBLIC

My Commission Expires: 04/20/27