



Division of Planning & Engineering
Office of Right of Way
700 E. Broadway Avenue
Pierre, South Dakota 57501
605.773.3746
dot.sd.gov

June 18, 2024

Mike Behm,
Director of Planning and Engineering
Department of Transportation
Pierre, South Dakota 57501

RE: June 27, 2024 Transportation Commission Agenda

Dear Mr. Behm:

The following items are recommended for Commission consideration:

1. Request Transportation Commission approval to transfer by resolution to the City of Sioux Falls the following Parcel CA1 control of access acquired for Project NH 0100(105)419, PCN 01V5:

Government Lot 1 of the Southwest Quarter, also known as the East Half of the Southwest Quarter, and Government Lot 2 of the Southwest Quarter, also known as the West Half of the Southwest Quarter, of Section 31, Township 102 North, Range 48 West of the 5th P.M., Minnehaha County, South Dakota, that lies southerly and westerly of Lots H1 and H2 contained therein.

That part of the Northeast Quarter of the Southeast Quarter of Section 36, Township 102 North, Range 49 West lying south and east of Ellis and Eastern Railroad Right of Way, EXCEPT Lot H1 located within the Northeast Quarter of the Southeast Quarter of Section 36, Township 102 North, Range 49 West, EXCEPT Tract 1 and 2 of Loop Addition to the City of Sioux Falls, EXCEPT Tract 1 of Lined Snake Addition, Minnehaha County, South Dakota.

The above control of access was not included when the Commission previously approved the transfer of Veterans Parkway (Hwy 100) to the City of Sioux Falls with Resolution 2021-2.8 as part of Agreement 910586.

The control of access described above would be transferred by Quit Claim Deed to the City of Sioux Falls and the City of Sioux Falls would accept ownership, jurisdiction, operational and maintenance responsibilities of the above-described control of access.

Sioux Falls Area DOT recommends the transfer.

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

Lot H2 in Lot A of the S1/2 SE1/4 of Section 26, Township 102 North, Range 50 West of the 5th P.M., Minnehaha County, South Dakota, containing 1.73 acres.

Lot H2 is part of the DOT Sioux Falls Maintenance Shopsite located at 5316 W 60th St N and would be dedicated as Wireless Road highway use by Financial Agreement 911479 dated December 5, 2023 and Transfer Agreement dated June 6, 2024.

The transfer described above would be by Quit Claim Deed to the City of Sioux Falls and the City of Sioux Falls would accept ownership, jurisdiction, operational and maintenance responsibilities of the above-described property.

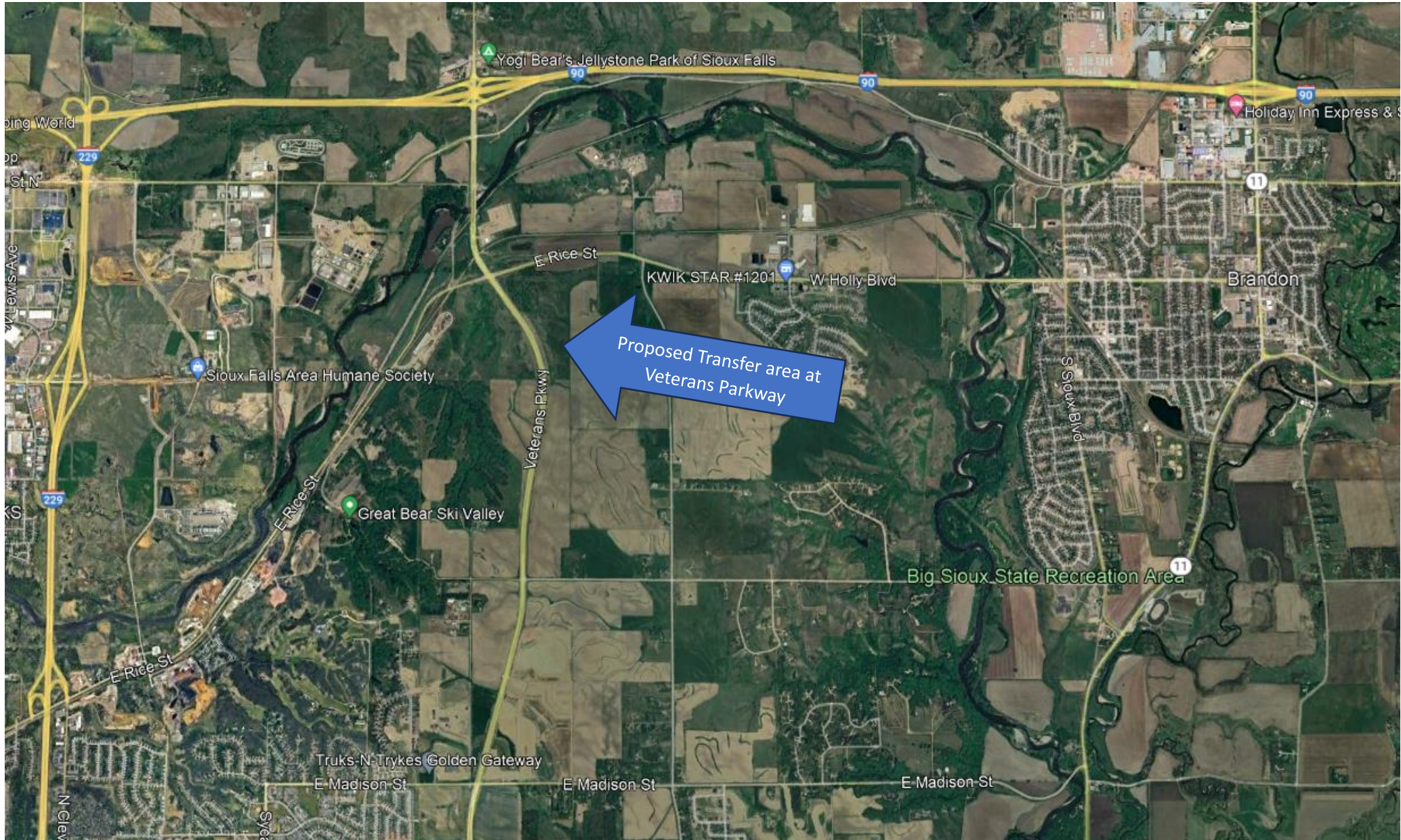
3. Request Transportation Commission approval to abandon by resolution the temporary easements on Brown and Marshall County Project P-PH 0010(124)296, PCN 05F4.
4. Request Transportation Commission approval to abandon by resolution the temporary easements on Butte and Meade County Project NH 0212(190)39, PCN 068V.
5. Request Transportation Commission approval to abandon by resolution the temporary easements on Jackson and Jones County Project IM 0903(109)165, PCN 04TJ.
6. Request Transportation Commission approval to abandon by resolution the temporary easements on Meade and Ziebach County Project NH 0212(186)114, PCN 05E7.

Sincerely,

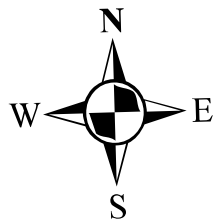
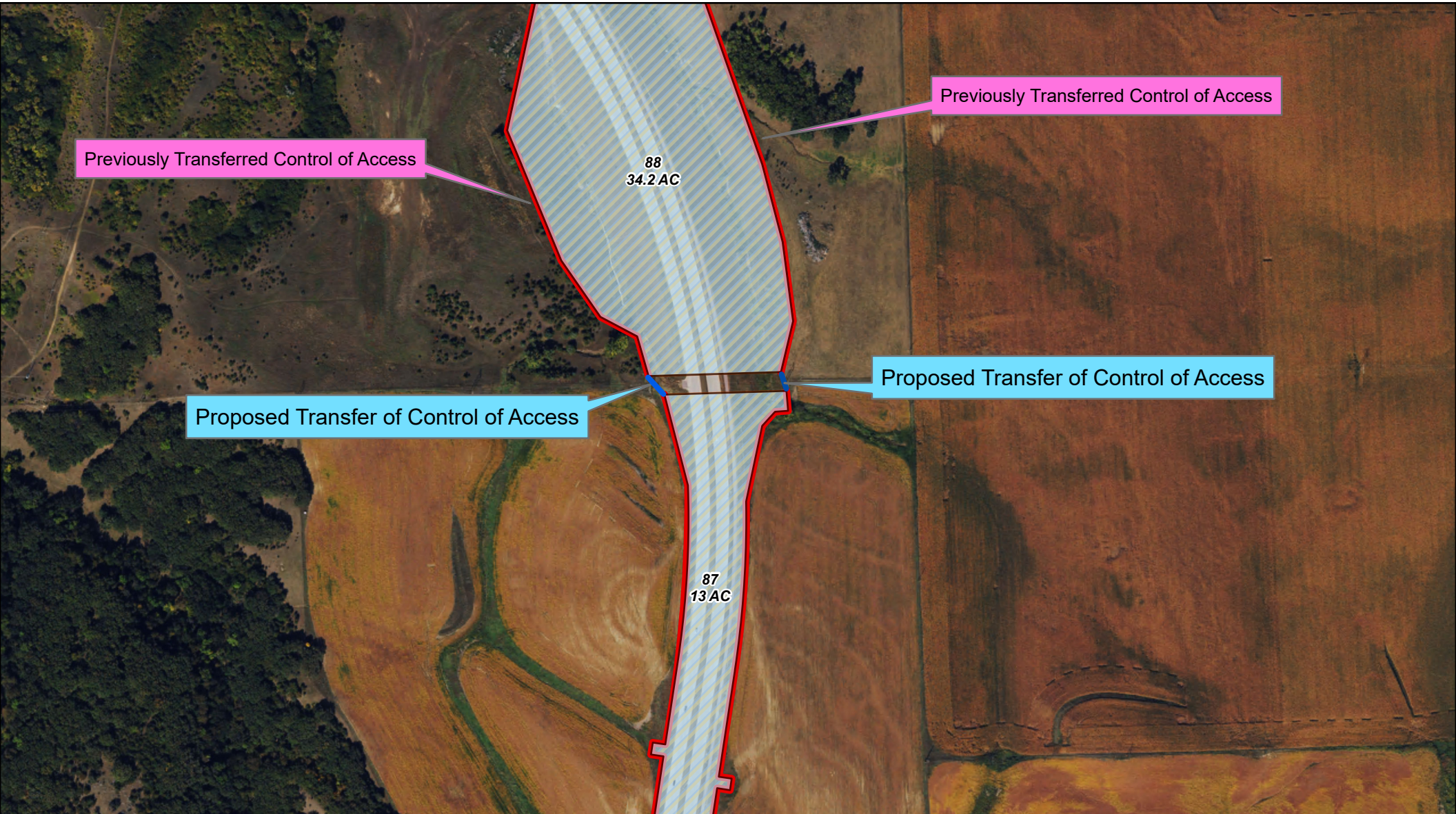


John Keyes
Program Manager

ROW Item #1 Overview Map

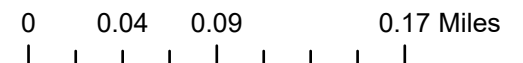


Proposed Transfer - City of Sioux Falls



Legend

-  Commission Items
-  Proposed Transfer of Control of Access
-  Previously Transferred Control of Access



HF

TRANSFER FEE
JUL 28 2023
<input checked="" type="checkbox"/> EXEMPT PAID \$ _____

20C Ex (e)

Prepared by:
 Dustin W. DeBoer
 Special Assistant Attorney General
 South Dakota Department of Transportation
 700 E. Broadway Ave.
 Pierre, SD 57501



Recorded Jul 28, 2023 at 09:40
 In Book 621 of Deeds on Page 217

Amanda Halsey, Register of Deeds
 Minnehaha County, South Dakota
 By [Signature], Deputy 20C

R113032

**STATE OF SOUTH DAKOTA
 QUITCLAIM DEED (CONTROL OF ACCESS)**

Project No. NH 0100(105)419 PCN 01V5 Parcel No. CA1 County Minnehaha

NORTHERN STATES POWER COMPANY, a Minnesota corporation, "Grantor," of 414 Nicollet Mall, 6th Floor, Minneapolis, MN 55401, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, CONVEYS AND QUITCLAIMS to the State of South Dakota Department Of Transportation, "Grantee," of Hughes County, South Dakota, any of Grantor's interests in the right of access, pursuant to SDCL Ch. 31-8, to and from Veterans Parkway (fka Highway 100) in the following described real estate, subject to the reservations set out in this deed:

Government Lot 1 of the Southwest Quarter, also known as the East Half of the Southwest Quarter, and Government Lot 2 of the Southwest Quarter, also known as the West Half of the Southwest Quarter, of Section 31, Township 102 North, Range 48 West of the 5th P.M., Minnehaha County, South Dakota, that lies southerly and westerly of Lots H1 and H2 contained therein.

That part of the Northeast Quarter of the Southeast Quarter of Section 36, Township 102 North, Range 49 West lying south and east of Ellis and Eastern Railroad Right of Way, EXCEPT Lot H1 located within the Northeast Quarter of the Southeast Quarter of Section 36, Township 102 North, Range 49 West, EXCEPT Tract 1 and 2 of Loap Addition to the City of Sioux Falls, EXCEPT Tract 1 of Lined Snake Addition, Minnehaha County, South Dakota.

The transfer of CONTROLLED ACCESS is in accordance with the authority granted to the South Dakota Transportation Commission to construct and maintain controlled access facilities pursuant to SDCL Ch. 31-8. No Veterans Parkway (fka Highway 100) access will be permitted to or from the above-referenced property, other than as may be approved by the State.

EXEMPT FROM TRANSFER FEE SDCL 43-4-22 (2).

8

IF

TRANSFER FEE
JUL 28 2023
<input checked="" type="checkbox"/> EXEMPT PAID \$ _____

20C Ex (e)
Prepared by:
 Dustin W. DeBoer
 Special Assistant Attorney General
 South Dakota Department of Transportation
 700 E. Broadway Ave.
 Pierre, SD 57501



Recorded Jul 28, 2023 at 09:40
 In Book 621 of Deeds on Page 216

Amanda Halsey, Register of Deeds
 Minnehaha County, South Dakota
 By [Signature], Deputy 20C

113031

**STATE OF SOUTH DAKOTA
 QUITCLAIM DEED (CONTROL OF ACCESS)**

Project No. NH 0100(105)419 PCN 01V5 Parcel No. CA1 County Minnehaha

BOWES CONSTRUCTION, INC., a South Dakota corporation, "Grantor," of 2915 22nd Ave SO, Brookings, South Dakota 57006-4521, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, CONVEYS AND QUITCLAIMS to the State of South Dakota Department Of Transportation, "Grantee," of Hughes County, South Dakota, any of Grantor's interests in the right of access, pursuant to SDCL Ch. 31-8, to and from Veterans Parkway (fka Highway 100) in the following described real estate, subject to the reservations set out in this deed:

Government Lot 1 of the Southwest Quarter, also known as the East Half of the Southwest Quarter, and Government Lot 2 of the Southwest Quarter, also known as the West Half of the Southwest Quarter, of Section 31, Township 102 North, Range 48 West of the 5th P.M., Minnehaha County, South Dakota, that lies southerly and westerly of Lots H1 and H2 contained therein.

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The transfer of CONTROLLED ACCESS is in accordance with the authority granted to the South Dakota Transportation Commission to construct and maintain controlled access facilities pursuant to SDCL Ch. 31-8. No Veterans Parkway (fka Highway 100) access will be permitted to or from the above-referenced property, other than as may be approved by the State.

EXEMPT FROM TRANSFER FEE SDCL 43-4-22 (2).

y

Bowes Construction, Inc.
a South Dakota corporation

Signature: Jason P. Bowes

Printed name: Jason P. Bowes

Its: President

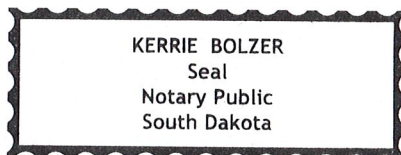
ACKNOWLEDGMENT

STATE OF South Dakota)
) :SS
COUNTY OF Brookings)

On this the 20th day of July, 2023, before me Kerrie Bolzer, a notary public, personally appeared Jason Bowes, who acknowledged himself to be the President of Bowes Construction, Inc., a South Dakota corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes contained therein, on behalf of the corporation.

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

(Notary Seal)



Kerrie Bolzer
Notary Public

My commission expires: March 21, 2029

RECEIVED
JUL 28 2023
9:40

ROW Item #2 Overview Map



Proposed Transfer - City of Sioux Falls



Lot H2 of Lot A- 1.73 Acres

102N 50W
Section: 26

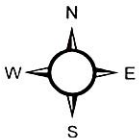
102N 50W
Section: 25

N MARION RD
W 62ND ST N

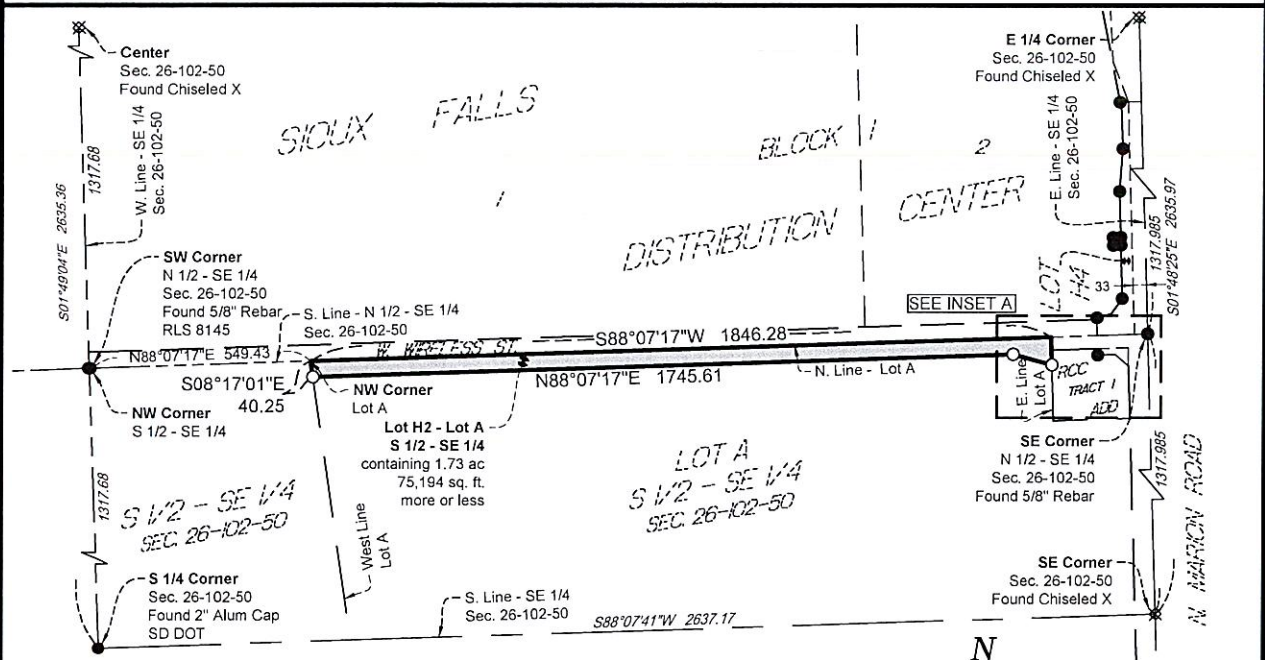
Legend

 Section Line

0 0.04 0.07 0.15 Miles



PLAT OF LOT H2 IN LOT A OF S 1/2 SE 1/4
 in Lot A of the S 1/2 SE 1/4 of Section 26 - Township 102 North - Range 50 West of the 5th P.M.
 MINNEHAHA COUNTY, SOUTH DAKOTA
 Showing a parcel of land to be dedicated for highway purposes.
 Scale: 1 inch = 300 feet

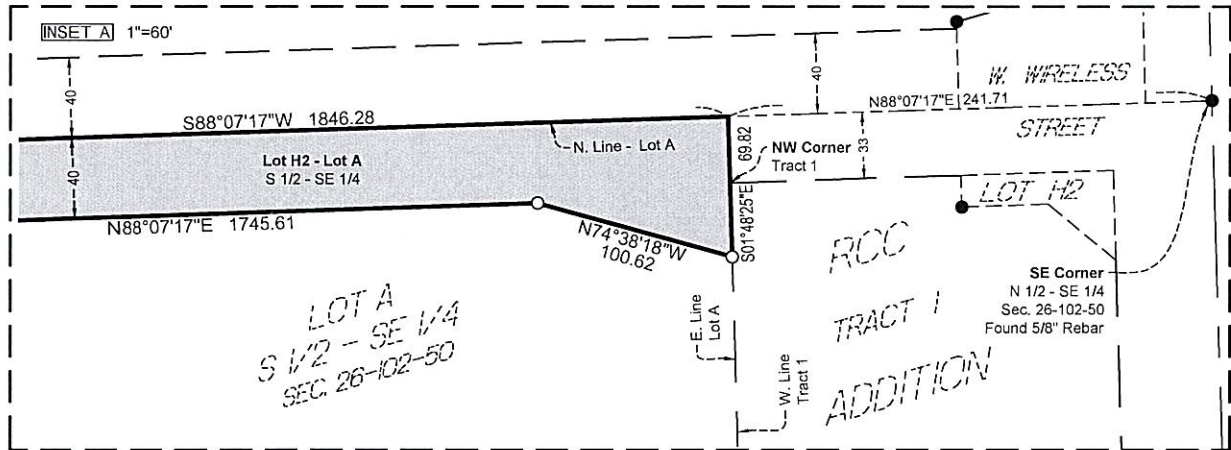


Note 1: The coordinates, bearings, distances and areas shown on this plat are based on Universal Transverse Mercator coordinates, Zone 15 North, US Survey Feet.

Note 2: All monuments will be set up on project completion.

LEGEND

- Found Iron Monument 5/8" Rebar w/ypc RLS 6250 (unless otherwise noted)
- Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, Reg. No. 10021



Drawn By Kent Hays Date 8/9/22
 Checked By Dan Stueber Date 8/9/22

SURVEYOR'S CERTIFICATE

I, Daniel L. Stueber, 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 _____ day of _____, 20____.

Daniel L. Stueber, RLS
 Registration No. 10021



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

JOB # 25637
 DATE: 8/9/22



24-3259

**REAL PROPERTY TRANSFER AGREEMENT
BETWEEN
STATE OF SOUTH DAKOTA
AND
SIOUX FALLS, 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 the city of Sioux Falls, South Dakota, referred to in this Agreement as the "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.

1. PURPOSE AND BACKGROUND

The purpose of this Agreement is to transfer a certain parcel of land, jurisdiction, operational, and maintenance responsibilities from the STATE to the CITY 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 CITY by quit claim deeds, 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 to portions of Wireless Street, referred to in this Agreement as the "Transfer Segment," located in the city of Sioux Falls, South Dakota, or within the territorial jurisdiction of the city of Sioux Falls, South Dakota.

Transfer Segment: The Transfer Segment is highlighted in blue from Marion Road west to the termination of Wireless Street, in the aerial photo attached as **Exhibit A**, which is incorporated as part of this Agreement.

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

Lot H2 in Lot A of South Half (S ½) of Southeast Quarter (SE ¼) in of Section Twenty-Six (26) of Township One Hundred Two (102) North Range Fifty (50) West of the 5th P.M. Minnehaha County, South Dakota.

- C. The CITY will accept ownership, jurisdiction, 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 CITY 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 CITY will accept maintenance responsibilities and jurisdiction of the Transfer Segment upon full execution of this Agreement. The CITY will accept ownership of the Transfer Segment upon delivery by the STATE to the CITY of the necessary documents of conveyance.

5. INDEMNIFICATION

The CITY will indemnify the STATE, its officers, agents, and employees against any and 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. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The CITY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the CITY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

7. 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 date of last signature.
- D. The CITY represents that the CITY is a home rule unit formed pursuant to state law. The CITY has designated its Mayor as the CITY'S duly authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. This Agreement has been approved by the CITY'S City Council as CIP 11015 in the CITY'S Capital Improvement Program (CIP) 2024-2028 Program.

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

By: *PAUL TENTHAKEN*
Its: Mayor

Date: MAY 15, 2024

Attest:

Tamara Ingersoll
City Auditor/Clerk, *ass*

[CITY SEAL]



State of South Dakota
Department of Transportation

By: *Joey Jault*
Its: Secretary

Date: June 6, 2024

Approved as to Form:

/s/ Dustin W. DeBoer
Special Assistant Attorney General