

**JOINT POWERS AGREEMENT FOR OWNERSHIP, MAINTENANCE AND  
JURISDICTION TRANSFER  
BETWEEN  
STATE OF SOUTH DAKOTA  
AND  
DEADWOOD, 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 Deadwood, 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 effectuate the transfer of highway right-of-way from STATE to CITY as detailed in this Agreement.

Any transfer of highway rights-of-way will be for public highway purposes pursuant to SDCL 31-19-63 and 31-19-64.

This Agreement is a joint powers agreement authorized by SDCL ch. 1-24. This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by CITY and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. Real property transferred under this Agreement will be held, maintained and disposed of as required by South Dakota law.

**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 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 right of way lying adjacent to US Hwy 14A/385, referred to in this Agreement as the "Transfer Segment," located in the city of Deadwood, South Dakota, or within the territorial jurisdiction of the city of Deadwood, South Dakota.

B. The STATE will transfer the Transfer Segment, which consists of highway right-of-way, legally described as follows, to the CITY:

Lot AB-1 being a portion of 76 Drive Right of Way, M.S. 242, M.S. 569 and Lot 2;  
City of Deadwood, Lawrence County, South Dakota.

C. The CITY 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 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 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, including 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. **MISCELLANEOUS**

- A. This Agreement is contingent upon approval by the South Dakota Transportation Commission. In the event the South Dakota Transportation Commission declines to approve all real property transfers anticipated by this Agreement, this Agreement will be null and void.
- B. 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. CITY has approved the terms and conditions of this Agreement and designated its Mayor as CITY'S duly authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of their respective City and to execute all other documents necessary to comply with the requirements of this Agreement. A copy of the City Council minutes or resolution approving this Agreement and authorizing the execution of this Agreement by the Mayor as CITY'S authorized representative is attached hereto as **Exhibit A**.

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 Deadwood, South Dakota	State of South Dakota Department of Transportation
By: _____	By: _____
Its: Mayor	Its: Secretary
Date: _____	Date: _____
Attest:	Approved as to Form:
_____	<i>/s/ Shane M. Pullman</i>
City Auditor/Clerk	Special Assistant Attorney General

[CITY SEAL]