

NOTICE OF SALE

The South Dakota Department of Transportation will offer the following property for sale:

Lot D and Lot 4, Block 1 of Witherspoon's and Todd's Addition, City and County of Yankton, South Dakota. Contains 13,146 sq. ft.

Appraised Value: \$43,200

Property is located at 101 Broadway Avenue in Yankton and contains a two-story house with detached garage. Removal of the structures isn't allowed until 2014.

Call Yankton DOT at 605-668-2929 for keys to view house.

Zoning is B-3 Central Business and no access will be allowed from Broadway Avenue.

\$10,000 purchase deposit down payment must be submitted and the balance is to be paid within sixty days. The property will not be sold for less than the appraised value and the State reserves the right to reject any and all bids. Final closing and conveyance will be by Quit Claim Deed.

Additional information can be obtained by contacting Scott Pretzer at (605)773-3710.

Darin Bergquist, Secretary
South Dakota Department of Transportation

Parcel 3

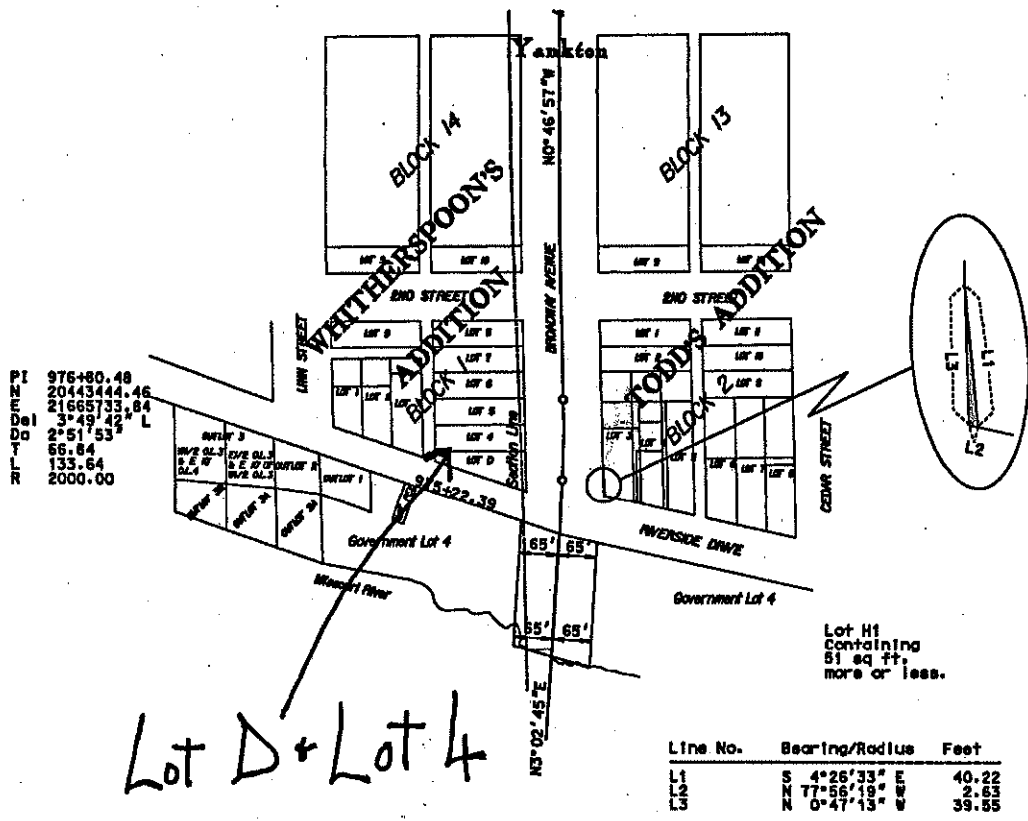
PLAT OF LOT HI

Showing a parcel of land to be acquired for Highway purposes in Lot 3 except the North 95 feet thereof, Block 2 Todd's Addition City of Yankton for construction of Project EM 00811450

YANKTON COUNTY, SOUTH DAKOTA

Scale 1 inch = 200 feet

LEGEND
 ● = found corner
 ○ = set corner
 ■ = reset found corner
 All monumentation will be set upon project completion



Lot D + Lot 4

The State of South Dakota, acting by and through the Department of Transportation and its State Transportation Commission owner of Lot 3, Block 2 except the North 95 feet thereof as shown above, do hereby join in and 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 81 sq. ft., more or less, as shown and represented by said survey and plat, is hereby intended for and dedicated to the public for a public Highway.

Witness my hand and seal on this _____ day of _____, 20____.

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

SECRETARY, SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

Drawn By Gene Caffra Date 7-13-06
Checked By M. Jordan Date 8-10-06

SURVEYOR'S CERTIFICATE

I, MICHAEL A. MOON, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the South Dakota State Transportation Commission 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 _____, A.D. 20____.

Registered Land Surveyor
Registration No. 5353

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.

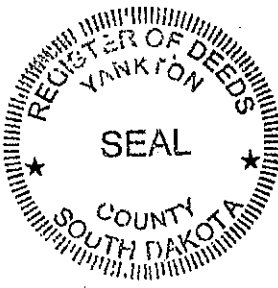
Register of Deeds

by

Deputy

COPY

Form Prepared by
State of South Dakota
Historic Preservation Office
900 Governors Drive
Pierre SD 57501
(605) 773-3458



Num 4 Alpha
Margin Tran
Paid Seal
76324

STATE OF SOUTH DAKOTA } ss
County of Yankton
FILED FOR RECORD AT 9:00 AM.

MAY 13 2004
in Book 446 Page 526
Synette R. Larson
Register of Deeds
\$16.⁰⁰

Right of Way Program
Dept of Transportation
700 E. Broadway Ave
Pierre, SD 57501-2586

RESTRICTIVE COVENANT AND
DECLARATION OF PRESERVATION RESTRICTIONS

This Restrictive Covenant and Declaration of Preservation Restrictions, hereinafter "Covenant", is made and entered on this 5th day of May, 2004, by South Dakota Department of Transportation, hereinafter referred to as "Grantors". This Covenant grants certain covenants to, and in favor of, the South Dakota State Historical Society/ Office of History, State of South Dakota, 900 Governors Drive, Pierre, S D 57501, hereinafter "SDSHS"

GRANTOR, in consideration of the following described real property

Lot D and Lot 4, Block 1, Yankton and Witherspoons Yankton, Yankton, SD

hereinafter referred to as "The Property", and pursuant to the requirements of SDCL 1-19A-21, HEREBY
DECLARES, AGREES AND COVENANTS as follows

- 1 **TERM** This Covenant shall have a term of, and run with The Property for, a period of ten (10) years from its date of execution, and shall bind Grantors' assignees or successors for that time period as if those assignees or successors had executed this Covenant
- 2 **MAINTENANCE AND REPAIR** Grantor agrees to perform and assume the cost of maintenance and repair of The Property to preserve the architectural, historic, or archaeological characteristics of The Property that resulted in The Property being eligible for the National Register of Historic Places for the term of this Covenant
- 3 **PRIOR NOTIFICATION FOR PROPOSED WORK** Grantor hereby agrees to issue written prior notification to the SDSHS, at the address above, of any proposed project or work on The Property proposed to be initiated during the term of this Covenant that may affect the historic integrity or significance of The Property. Grantor shall obtain prior written approval of all such projects from the SDSHS prior to initiation of the project. Grantor understands and agrees that all work performed on The Property will comply with the Secretary of the U S Department of Interior's Standards for the Treatment of Historic Properties
- 4 **FILING WITH REGISTER OF DEEDS** Grantor shall file an executed original of this Covenant with the Register of Deeds for the county in which The Property is located
- 5 **CHANGE IN OWNERSHIP** Grantor agrees to notify SDSHS at the address above, of any change in ownership of The Property occurring within the term of this Covenant. This notification shall be in writing, mailed within ten (10) days of the date on which a change in ownership of The Property occurred

6 ENFORCEMENT OF COVENANT The SDSHS has the right to enforce the terms and conditions of this Covenant in all manners allowed by law if Grantor fails to comply with the terms and conditions of this Covenant

[Signature]
Grantor (signature)

Grantor (signature)

Leon Schochhammer
Name (typed or printed)

Name (typed or printed)

DOT 700 E Broadway, Pierre, SD 57501
Grantor mailing address

State of South Dakota
County of Hughes

On this 6th day of May, 2004, before me, the undersigned officer, personally appeared Leon Schochhammer and _____, known to me or satisfactorily proven to be the person whose name is subscribed above as Grantor to this Restrictive Covenant and Declaration of Preservation Restrictions, and I hereby acknowledge that he/she/they executed the same In witness whereof, I have set my hand and official seal

Janeet J Withers
Notary Public, South Dakota

My Commission Expires 10-12-09

Dated this 6th day of May, 2004

[Signature]
Grantee (signature)

Grantee (signature)

Stephen C. Rogers
Name (typed or printed)

Name (typed or printed)

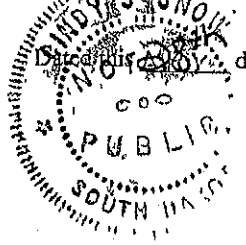
900 Governor Dr Pierre SD 57501
Grantee mailing address

State of South Dakota
County of Hughes

On this 28th day of April, 2004, before me, the undersigned officer, personally appeared Stephen Rogers and _____, known to me or satisfactorily proven to be the person whose name is subscribed above as Grantor to this Restrictive Covenant and Declaration of Preservation Restrictions, and I hereby acknowledge that he/she/they executed the same In witness whereof, I have set my hand and official seal

Cindy J. Draw
Notary Public, South Dakota

My Commission Expires July 13, 2004



Dated this 28th day of April, 2004

MEMORANDUM OF AGREEMENT

WHEREAS, The Federal Highway Administration (FHWA) has determined that the South Dakota Department of Transportation (Department) purchase of the house (The Property) located at 101 Broadway, Yankton, South Dakota which is eligible for listing on the National Register of Historic Places will have no adverse effect on historic properties provided the Department accepts and implements the stipulations outlined in this Memorandum of Agreement.

NOW, THEREFORE, FHWA and the South Dakota State Historic Preservation Office (SHPO) agree the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Department's action on historic preservation.

Stipulations

FHWA will ensure that the following measures are carried out.


1. The Department agrees to enter into the attached Restrictive Covenant and Declaration of Preservation Restrictions for The Property.
2. The Department shall prepare a nomination form to list The Property on the National Register of Historic Places within twelve months or prior to transferring ownership of The Property. The nomination form shall be submitted to the State Historic Preservation Office, 900 Governors Drive, Pierre, SD 57501.
3. If the Department decides to sell The Property, a plan for marketing The Property will be prepared. The Department shall ensure that the marketing plan includes the following elements:
 - Information package: An information package will be prepared containing photographs, a copy of the Restrictive Covenant and Declaration of Preservation Restrictions and information about the historic significance of The Property.
 - The Department shall ensure a copy of the historic preservation covenant is included in the transfer instrument from the Department to the selected recipient and recorded in the real estate records of Yankton County, State of South Dakota for the sale of The Property.
4. Any party to this agreement may propose to FHWA that the agreement be amended, whereupon FHWA shall consult with the other parties to this agreement to consider such an amendment. 36 CFR 800.6(c)(1) shall govern the execution of any such amendment.

5. This agreement shall become null and void if the Department has entered into the attached Restrictive Covenant and Declaration of Preservation Restrictions for The Property and transfers or sells The Property.




South Dakota Department of Transportation

5-5-04
Date



South Dakota State Historical Preservation Office

04-28-2004
Date



Federal Highway Administration

5/7/2004
Date