

DEADWOOD HISTORIC PRESERVATION COMMISSION

Wednesday, January 24, 2018 ~ 5:00 p.m.

City Hall, 108 Sherman Street, Deadwood, South Dakota

1. Call meeting to Order
2. Approval of HPC Meeting Minutes
 - a. January 10, 2018 Regular Meeting
3. Voucher Approval
4. HP Programs and Revolving Loan Program
5. Old or General Business
 - a. Main Street Initiative update
 - b. Discussion and review of First Gold site visit from 3:00 p.m. on January 23, 2018 – No action
 - c. Permission for Chair to sign Agreement for Administration of Deadwood Historic Preservation Revolving Loan and Grant Funds – Exhibit A
 - d. Permission for Chair to sign Second Amended Lease Agreement with Option to Purchase – Exhibit B
6. New Matters before the Deadwood Historic District Commission
7. New Matters before the Deadwood Historic Preservation Commission
 - a. PH H1801 – Earnest & Linda Fry – 51 Taylor – Move Front Door/Replace Back & Basement Doors/Install New Siding – Exhibit C
8. Items from Citizens not on agenda (*Items considered but no action will be taken at this time.*)
9. Staff Report (*Items considered but no action will be taken at this time.*)
10. Committee Reports (*Items will be considered but no action will be taken at this time.*)
11. Other Business
12. Adjournment

All Applications **MUST arrive at the City of Deadwood Historic Preservation Office by 5:00 p.m. MST on the 1st or 3^d Wednesday of every month in order to be considered at the next Historic Preservation Commission Meeting.*

DEADWOOD HISTORIC PRESERVATION COMMISSION

Wednesday, January 10, 2018 ~ 5:00 p.m.

City Hall, 108 Sherman Street, Deadwood, South Dakota

1. Call meeting to Order
2. Approval of HPC Meeting Minutes
 - a. December 27, 2017 Regular Meeting
3. Voucher Approval
4. HP Programs and Revolving Loan Program
 - a. HP Program Grant Extension Requests **Exhibit A**
 - i. Lee Thompson – 47 Forest – Windows Program
 - ii. Lee Thompson – 47 Forest – Siding Program
 - iii. Lee Thompson – 47 Forest – Elderly Resident Program
 - iv. James Herron – 57 Forest – Foundation Program
 - v. James Herron – 57 Forest – Windows Program
 - vi. Kurt & Dawn Bialas – 24 Raymond – Windows Program
 - vii. Kurt & Dawn Bialas – 24 Raymond – Siding Program
 - viii. Kurt & Dawn Bialas – 24 Raymond – Foundation Program
 - ix. Kris Fenton – 27 Lincoln – Siding Program
 - x. Kris Fenton – 27 Lincoln – Foundation Program
 - xi. Art & Georgeann Silvernail – 47 Burnham – Elderly Resident Program
 - xii. Luella Krebs – 77 Stewart – Foundation Program
 - b. Revolving Loan Program – **Exhibit B**
 - i. Dennis Bammer – 10 Van Buren – Extension Request
5. Old or General Business
 - a. Main Street Initiative update
 - b. Recordation and Tree Ring Analysis Project, Cadillac Jacks Expansion Project – **Exhibit C**
 - c. Confidentiality Agreement – **Exhibit D**
6. New Matters before the Deadwood Historic District Commission
 - a. COA H1801 – Lead-Deadwood School District – Masonry Tuck-Pointing – **Exhibit E**
7. New Matters before the Deadwood Historic Preservation Commission
8. Items from Citizens not on agenda (*Items considered but no action will be taken at this time.*)
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City of Deadwood
HISTORIC PRESERVATION COMMISSION
Wednesday, January 10, 2018

Present Historic Preservation Commission: Michael Johnson, Lyman Toews, Ann Ochse, Thomas Blair and Beverly Posey.

Absent: Lynn Namminga and Dale Berg

Present City Commission: Dave Ruth, Jr.

Present Staff: Kevin Kuchenbecker, Historic Preservation Officer, Mike Walker, of NeighborWorks-Dakota Home Services, and Bonny Anfinson, Recording Secretary were present.

All motions passed unanimously unless otherwise stated.

A quorum present, Chairman Michael Johnson called the Deadwood Historic Preservation Commission meeting to order Wednesday, January 10, 2018 at 5:00 p.m. in the Commission Room located in City Hall at 108 Sherman Street in Deadwood, SD.

Approval of HPC Minutes:

December 27, 2017 Regular Meeting

It was moved by Mr. Blair and seconded by Ms. Posey to approve the HPC minutes of Wednesday, December 27, 2017. Aye – All. Motion carried.

Voucher Approval:

It was moved by Mr. Toews and seconded by Ms. Posey to approve the HP Operating Account in the amount of \$81,868.56. Aye – All. Motion carried.

Revolving Loan Fund and Historic Preservation Programs:

HP Program Grant Extensions – Exhibit A

LeeThompson – 47 Forest – Windows, Siding and Elderly Resident

James Herron – 57 Forest – Foundation and Windows

Kurt and Dawn Bialas – 24 Raymond – Windows, Siding and Foundation

Kris Fenton – 27 Lincoln – Siding and Foundation Program

Art and Georgeann Silvernail – 47 Burnham – Elderly Resident

Luella Krebs – 77 Stewart – Foundation Program

It was moved by Ms. Ochse and seconded by Ms. Posey to approve HP Grant Fund extensions for six months to Lee Thompson, 47 Forest, Windows, Siding and Elderly Resident; James Herron, 57 Forest, Foundation and Windows; Kurt and Dawn Bialas, 24 Raymond, Windows, Siding and Foundation; Kris Fenton, 27 Lincoln, Siding and Foundation; Art and Georgeann Silvernail, 47 Burnham, Elderly Resident; Luella Krebs, 77 Stewart, Foundation Program, based on information as presented. Aye - All. Motion carried.

It was moved by Mr. Toews and seconded by Ms. Ochse to approve HP Grant Fund disbursements in the amount of \$14,971.62, based on information as presented. Aye - All. Motion carried.

Revolving Loan Program/Disbursements

Revolving Loan Program Exhibit B

Dennis Bammer – 10 Van Buren – Extension Request

It was moved by Mr. Toews and seconded by Ms. Posey to approve the Revolving Loan Program Extension as presented. Aye – All. Motion carried.

Revolving Loan Disbursements

It was moved by Ms. Posey and seconded by Mr. Toews to approve HP Revolving Loan Fund disbursements in the amount of \$8,474.15, based on information presented by Mr. Walker of NeighborWorks-Dakota Home Services. Aye - All. Motion carried.

Old or General Business:

Main Street Initiative Update – Kevin Kuchenbecker – No Exhibit

Mr. Kuchenbecker updated the commission Main Street Initiative Committees:

- The Promotion Committee will be doing a K-9 Keg Pull on January 20 and they are needing volunteers. They are working on a progressive dinner which would go from restaurant to restaurant with each one having a different theme.
- Design Committee has been working on flowers on Main Street and the pots have been ordered. Still waiting on confirmation on the city watering the flowers; bunting across Main Street and an archway on Lee Street.

- Economic Restructuring is working with the SDSU students and the students are planning a meeting with the building owners.
- The Main Street Initiative Committee: Dave Ruth is requesting funds be put back in the budget for the Main Street Master Plan. It will be on the City Commission agenda next week. The \$100,000 funding will come out of Bed and Booze. If approved city staff will be directed to do an RFQ.

Recordation and Tree Ring Analysis Project – Exhibit C

Mr. Kuchenbecker stated the City Archives is requesting permission to enter into a contract with Jeff Buechler of Dakota Research Services and Dr. Peter Brown, of the Rocky Mountain Tree-Ring Research Inc. The purpose of these contracts is to provide the City with a detailed photographic recordation, timber identification, dating and future display of wood cross sections of logs unearthed from the 2017 Cadillac Jacks Expansion Project. The results from this project will be presented at the 29th Annual Mining History Association Conference at the Lodge of Deadwood on June 7-10, 2018. ***It was moved by Mr. Toews and seconded by Ms. Ochse to allow the City Archives to enter into a contract with Dakota Research Services and Rocky Mountain Tree-Ring Research for the identification, dating, and creation of wood cross sections for exhibit purposes. The cost will not exceed \$2,000.00 and will come out of the Public Education line item. Aye – All. Motion carried.***

Confidentiality Agreement – Exhibit D

Mr. Kuchenbecker presented a confidentiality agreement for the HP Commission to review and sign. The agreement pertains to confidential client information discussed and presented by Neighborworks. We will start doing this every January.

New Matters before the Deadwood Historic District Commission

COA H1801 – Lead-Deadwood School District – Masonry Tuck-Pointing – Exhibit E

Mr. Kuchenbecker stated the applicant has submitted an application for Project Approval for work at 716 Main Street, a contributing structure located in the Deadwood City Planning Unit. The applicant is requesting permission to tuck-point masonry surfaces, mostly brick with some stone, of the 1924 portion of the facility. Sealants at stone capstones will be removed and replaced. Damaged brick and stone will be removed and replaced. Maintained surfaces will be cleaned. Additional alternates will include front and rear retaining walls. The proposed work and changes do not encroach upon, damage or destroy a historic resource or have an adverse effect on the character of the building or the historic character of the State and National Register Historic Districts or the Deadwood National Historic Landmark District. ***It was moved by Mr. Toews and seconded by Mr. Blair based upon the guidance found in CDO 17.68.050, I find that the exterior alteration proposed is congruous with the historical, architectural, archaeological or cultural aspects of the district and MOVE to grant Certification of Appropriateness.***

New Matters before the Deadwood Historic Preservation Commission

Items from Citizens not on Agenda

Staff Report: (items will be considered but no action will be taken at this time.)

Mr. Kuchenbecker stated there will be a special botanical presentation on Thursday, January 11 on the plants use in Deadwood's Chinatown; Information was handed out on the court case regarding construction in a historic district in Sioux Falls. The owners have been ordered to tear down or decrease the size of the house; KTM Designs solutions is requesting a sight visit of the parking garage area on the proposed First Gold project. Bonny will set it up for January 22 or 23.

Bonny Anfinson stated applicants can now register on line for the Outside of Deadwood Grants and the Not-for-Profit grant programs. Staff will begin the process of entering current and past applicants for the local residential grant programs.

Committee Reports:

Mr. Blair stated the Cyndicate Fire Documentary was very well done. We need to do more documentaries on the history from this point forward.

The Historic Preservation Commission Meeting adjourned at 5:28 p.m.

ATTEST:

Chairman, Historic Preservation Commission
Bonny Anfinson, Historic Preservation Office/Recording Secretary

EXHIBIT A

AGREEMENT FOR ADMINISTRATION OF DEADWOOD HISTORIC PRESERVATION REVOLVING LOAN AND GRANT FUNDS

This Agreement is made between the DEADWOOD HISTORIC PRESERVATION COMMISSION, hereinafter referred to as "HPC" and NEIGHBORHOOD HOUSING SERVICES OF THE BLACK HILLS d.b.a. NeighborWorks Dakota Home Resources, hereinafter referred to as "NHS".

The parties acknowledge HPC has previously established a Revolving Loan Fund, and related programs for the purpose of making commercial and residential loans for the rehabilitation of residences, buildings, structures, improvements, and retaining walls located within the City of Deadwood. The parties further acknowledge they have previously entered into Agreements in which NHS has contracted with HPC to provide administrative services in connection with the Revolving Loan Fund Program. HPC wishes to contract with NHS for providing administrative services for the period from January 1, 2018, through December 31, 2018, and therefore mutually agree as follows:

I.

NHS shall provide administrative services required in connection with the administration of HPC Revolving Loan Funds and retaining wall program funds as set forth and according to written policy guidelines and administrative procedures established and adopted by the Historic Preservation Commission.

II.

HPC agrees to reimburse NHS for ELIGIBLE COSTS incurred by NHS pursuant to this Agreement, subject to a maximum of Sixty Thousand Dollars (\$60,000.00) for the period beginning January 1, 2018, and ending on December 31, 2018. The amount of such reimbursement shall be at hourly rates included in the attached Rate Sheet, with total amounts to

be paid during this time period under this Agreement not to exceed \$60,000, without prior express written approval and consent by HPC. For the purposes of this Agreement, ELIGIBLE COSTS shall mean costs to NHS of salaries, wages, and fringe benefits, office expense, worker's compensation insurance, liability insurance including officers and directors' liability insurance, utilities, and other necessary expenses. The parties acknowledge that NHS has other duties and functions and the HPC will only pay that portion of ELIGIBLE COSTS determined to be related to service performed for HPC by NHS pursuant to this Agreement. Request for reimbursement shall be made no more frequently than monthly and shall be accompanied by a detailed voucher, including supporting documentation, to be approved by the Historic Preservation Commission and the City Commission. All such reimbursement for ELIGIBLE COSTS will be paid solely from HPC Revolving Loan Fund.

III.

The term of this Agreement shall commence on the 1st day of January, 2018, and continue through the 31st day of December, 2018, unless terminated or re-negotiated earlier, as provided herein.

IV.

NHS agrees it shall prepare and submit to HPC such reports and information as required by HPC. In addition, NHS shall promptly furnish to the City any and all financial statements, financial reports, audits, and monthly, quarterly, semi-annual, or annual statements prepared by or on behalf of NHS in the ordinary course of its business which relates, directly or indirectly, to the providing of services under this Agreement. Such reports and information shall include reporting of HPC Loan Fund income at the end of each period as requested by HPC. NHS shall continue to provide monthly loan and delinquency reports as it has been doing in the past. NHS

shall provide Annual Activities reports, sorted by program, with summary overview explanation of disbursements and receipts of all funds such that HPC can properly evaluate each.

V.

The purchase of any real or personal property shall not be an allowable cost under the provisions of this Agreement except as approved or allowed in advance by HPC.

VI.

NHS shall perform services under this Agreement as an independent contractor. It is agreed that nothing herein contained or intended shall be construed in any manner as creating or establishing a relationship or co-partners between the parties hereto or of constituting NHS or any of its officers, agents, servants, or employees as an agent, representative, or employee of HPC for any purpose or in any manner whatsoever. NHS's officers, agents, servants, and employees shall not be considered employees of HPC, for any claims which might arise under the Workman's Compensation Acts of the State of South Dakota. Furthermore, NHS agrees to defend, indemnify, and save harmless HPC and its officers, commissioners, agents, servants, and employees from any liability or judgments of any kind whatsoever arising out of the performance or non-performance of NHS and its officers, agents, servants, and employees of the work specified in this Agreement.

VII.

This Agreement may be terminated or re-negotiated by either party upon thirty (30) days written notice to the other party. In the event of termination, all property acquired with funds furnished by HPC and all finished or unfinished documents, data, studies, financial records, loan files, and reports purchased or prepared by NHS pursuant to this Agreement shall be returned to HPC. In the event terms are re-negotiated, the parties shall ascertain what property, data, or files

shall remain with NHS. NHS shall be entitled to compensation for performance of any unreimbursed services satisfactorily performed prior to the date of termination of this Agreement. Notwithstanding the above, NHS shall not be relieved of liability to HPC for damages sustained to HPC by virtue of any breach of this Agreement by NHS.

VIII.

NHS may not assign or transfer any interest in this Agreement without the prior written approval of HPC.

IX.

NHS agrees it will have and maintain at all times, during the term of this Agreement, qualified, competent, trained, and experienced personnel with loan and administrative experience and training comparable to the current staff of NHS, which personnel will perform the duties required to be performed by NHS pursuant to this Agreement.

X.

NHS especially acknowledges and agrees their authority is limited as set forth in this Agreement and pursuant to the policies and procedures set forth in paragraph I., above, that HPC retains sole authority to approve all loans and actions taken with respect to delinquent loan payments. Further, NHS acknowledges it does not have authority to contract for HPC or the City of Deadwood.

XI.

NHS agrees to observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations which are now or may later become applicable to its activities or services performed pursuant to this Agreement.

XII.

This Agreement, together with all paragraphs, terms, and provisions is made in the State of South Dakota and shall be construed and interpreted in accordance with the laws of the State of South Dakota.

XIII.

It is understood and agreed this is the entire Agreement of the parties and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing.

Dated this ____ day of _____, 2018.

HISTORIC PRESERVATION COMMISSION

By: _____
Its: _____

STATE OF SOUTH DAKOTA)
)SS.
COUNTY OF LAWRENCE)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the Chairman of the Historic Preservation Commission, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

Dated this ____ day of _____, 2018.

NEIGHBORHOOD HOUSING SERVICES
OF THE BLACK HILLS

By: _____
Its: _____

STATE OF SOUTH DAKOTA)
)SS.
COUNTY OF LAWRENCE)

On this ____ day of _____, 2018, before me, the undersigned officer,
personally appeared _____, known to me or satisfactorily proven to be
the person whose name is subscribed to the within instrument and acknowledged that he/she
executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

Dated this 16th day of January, 2018.

CITY OF DEADWOOD

By Mary Turkel
~~Charles Turbiville~~
Its: ~~Mayor~~ President

ATTEST:
Mary Jo Nelson
Mary Jo Nelson
City Finance Officer



EXHIBIT B

SECOND AMENDED LEASE AGREEMENT WITH OPTION TO PURCHASE

This SECOND AMENDED LEASE AGREEMENT WITH OPTION TO PURCHASE (hereinafter "Second Amended Lease Agreement") is made and entered into the 16 day of January, 2018, by and between Deadwood Historic Preservation Commission and the City of Deadwood, with principal offices located at 108 Sherman Street, Deadwood, SD 57732, (hereinafter referred to as "Landlord") and Blake D. Haverberg and Melanie D. Haverberg; Martin Mason Restoration, LLC, a South Dakota limited liability company; Haverberg Family Limited Partnership, a Michigan limited partnership; Gallows, LLC, a South Dakota limited liability company; and Deadwood Development Co., Inc., a South Dakota business corporation; with an address of 470 Main Street, Deadwood, South Dakota 57732, with a copy to 101 ½ N. Mill Street, P.O. Box 111, Northport, Michigan 49670 (hereinafter collectively referred to as "Tenant"). The purpose of this Second Amended Lease Agreement with Option to Purchase is to amend the terms of a Second Amended Settlement Agreement dated June 10, 2014 and Addendum dated _____, 2017 which is incorporated herein by reference

ARTICLE 1 LEASED PROPERTY

1.1 Lease of Property. Subject to the terms and conditions of this Second Amended Lease Agreement, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the real property and improvements located on property legally described as:

Lots 1 and 2 in Block 28 of the City of Deadwood, as shown in Plat of Block 28 recorded in Plat Book 5 Page 93, office of the Lawrence County Register of Deeds, Lawrence County, South Dakota.

Lots 3, 4, 5 and 6 and also that portion of Clark's Subdivision of Block 28 which lies north of the north end line of Lot 8 of said Block 28, projected westerly to the westerly side of said Clark's Subdivision of said Block 28 as said subdivision appears on the plat thereof recorded in the Register of Deeds office for said County and State in Plat Book 5, Page 93; the portion of said Clark's Subdivision above referred to being formerly Lot 7 and the northerly part of Lots 9 and 10 of said Block 28.

Hereinafter; the real property and improvements are occasionally referred to collectively as the "Leased Property."

1.2 Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant is not in default under the terms of this Second Amended Lease Agreement or the Second Amended Settlement Agreement dated June 10, 2014, Tenant shall have quiet and peaceful possession of the Leased Property and enjoy all of the rights granted without interference.

1.3 Possession "As Is". Tenant hereby accepts possession of the Leased Property in its "As Is" condition. The Tenant assumes possession of the Leased Property on the Commencement

Date, described in 2.1. Tenant accepts all risks and liabilities associated with such possession from such Commencement Date through the term of this Second Amended Lease Agreement.

ARTICLE 2 TERM

2.1 Initial Term. The term of this Second Amended Lease Agreement shall begin on January 1, 2018, (the "Commencement Date") and shall expire on December 31, 2022.

ARTICLE 3 USE OF LEASED PROPERTY

Tenant shall use the Leased Property for purpose of the operation of a hotel, gaming establishment, restaurant and other retail businesses. The Leased Property shall be used for no other purpose without the prior written consent of Landlord which consent will not be unreasonably withheld.

ARTICLE 4 RENT

4.1 Base Rent. The Base Rent for the term of the lease shall be Nine Thousand Nine Hundred Thirty Six and 80/100 Dollars (\$9,936.80) per month which shall be due and payable on or before the fifteenth (15th) day of each month during the term of this lease with a final rental payment due on or before December 31, 2022.

4.2 Additional Rent. The Base Rent set forth above shall be on a pure "triple net" basis, as that term is used and understood in connection with the leasing of real property. Accordingly, as Additional Rent, Tenant shall pay beginning on the Commencement Date, directly to the appropriate authorities or to Landlord, as the case may be, all taxes as described in Article 5 of this Second Amended Lease Agreement; all utilities as described in Article 6 of this Amended Lease Agreement; all repairs and maintenance as described in Article 7 of this Second Amended Lease Agreement; Tenant's insurance as described in Article 11 of this Second Amended Lease Agreement, and any other expenses or charges of any kind and without limitation, with respect to or incurred in connection with the possession, occupation, operation, alteration, maintenance, repair and use of the Leased Property. Because all such charges are Additional Rent and upon the failure of Tenant to pay any of such charges, Landlord shall have all rights and remedies provided for herein for failure of Tenant to pay rent.

4.3 Late Fee. A late fee of Ten Percent (10%) of the Base Rent will be assessed for each and every Base Rent payment, which is received more than five (5) days from the Base Rent due date. Such fee will be cumulative and assessed for each and every successive month such payment is late.

ARTICLE 5 TAXES AND ASSESSMENTS

Tenant agrees to pay, as additional rent, all taxes of any kind, which may be taxed, charged, levied, assessed or imposed on the Leased Property during the term of this Amended Lease Agreement, including any improvements placed on the Leased Property ("taxes").

ARTICLE 6 UTILITIES

All utility services on the Leased Property shall be the sole responsibility of Tenant. Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat, air conditioning, power, telephone or other service of any kind whatsoever submitted, rendered or supplied in connection with the Leased Property ("utilities"). All utilities shall be contracted in Tenant's name.

ARTICLE 7 REPAIRS AND MAINTENANCE

7.1 Maintenance and Repairs. Tenant, at Tenant's sole cost, agrees to keep and maintain the Leased Property in a safe, orderly and sanitary condition, will suffer no waste or injury to the Leased Property other than normal wear and tear, and will at the expiration or other termination of this Second Amended Lease Agreement, surrender the Leased Property with all improvements in the same order and condition in which they were on the Commencement Date, ordinary wear and tear and casualty damage to the extent covered by insurance excepted. All alterations, decorations, additions or improvements in or to the Leased Property made by Tenant shall become the property of Landlord upon termination of this Second Amended Lease Agreement and shall remain upon and be surrendered with the Leased Property. Tenant may nevertheless remove at or prior to the termination of this Second Amended Lease Agreement, any fixtures, furniture, signs; personal property or other equipment installed at Tenant's expense, provided that all damage to the Leased Property caused by any such removal shall be repaired by Tenant. Without limitation, Tenant will maintain, repair, and replace HVAC systems; Parking lots, Roof and all appurtenances of the building as is reasonably necessary. Tenant will maintain the exterior and interior of the Leased Property in an orderly manner, including periodic painting, at no cost to Landlord.

7.2 Alterations. Subject to the prior written consent of Landlord, which permission shall not be unreasonably withheld, Tenant shall have the right to make such additions, alterations, changes or improvements to the Leased Property as Tenant shall deem necessary or desirable for Tenant's business. All additions, alterations, changes and improvements shall be made in a workmanlike manner, in full compliance with all building laws and ordinances applicable thereto, and when permitted to be made shall become part of the Leased Property and shall be surrendered as a part of the Leased Property upon the termination of this Second Amended Lease Agreement. At any time during the lease term, the Tenant may place signs on the property.

ARTICLE 8
LANDLORD'S ACCESS TO LEASED PROPERTY

8.1 Inspection of Leased Property by Landlord. Tenant agrees to permit Landlord to enter the Leased Property during usual business hours and upon reasonable notice to Tenant for the purpose of inspecting the Leased Property.

ARTICLE 9
MECHANIC'S LIENS

Tenant agrees that if any mechanic's liens are filed, they will be discharged within a period of thirty (30) days after the Tenant has notice of filing of a final judgment. Notwithstanding the foregoing, in the event Tenant appeals any final judgment, the same need not be satisfied provided that Tenant shall within thirty (30) days appeal such judgment. In the event of appeal, Tenant shall file a bond or other security in the full amount of such lien with interest to guarantee the payment thereof in the event such lien is found to be valid.

ARTICLE 10
COMPLIANCE WITH LAWS

10.1 Compliance with Laws. Tenant shall, at Tenant's sole cost and expense, comply with all laws and ordinances, and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof which may be applicable to the Leased Property for the use or manner of use of the Leased Property. Tenant will likewise observe and comply with requirements of all insurance policies at any time in force with respect to the Leased Property.

10.2 Licenses. Tenant shall obtain all appropriate licenses required from all federal, state and municipal governments needed to operate its business on the Leased Property and Tenant shall be responsible to maintain such licenses as long as this Second Amended Lease Agreement is in effect.

ARTICLE 11
INSURANCE

11.1 Tenant's Insurance. Tenant will carry and maintain, at its expense, the following insurance policies effective as of the Commencement Date:

- (a) A public liability insurance policy to afford protection with limits of not less than \$1,000,000 with respect to the personal injury or death of any one person, \$1,000,000 with respect to the personal injury or death occurring or resulting from one occurrence, and \$500,000 with respect to property damage, subject to a loss deductible clause not in excess of \$10,000.
- (b) An all-risk property and casualty insurance policy, written at full insurable value, with a replacement cost endorsement, covering the Leased Property of Tenant's

improvements and personal property in the Leased Property, subject to a loss deductible clause not in excess of \$10,000.

- (c) Any and all policies necessary to insure against any injury occurring during the renovation and remodeling of any facilities on the Leased Property by any agent, contractor, subcontractor, or other third party.

11.2 Policy Requirements. The company or companies writing any insurance required to be carried or maintained pursuant to this Article 11 shall be licensed to do business in the state of South Dakota. Public liability and all-risk property and casualty insurance policies evidencing such insurance shall name Landlord or its designee as an additional insured. All policies shall contain a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days' written notice to Landlord. Each such policy, or a certificate thereof, required to be maintained by Tenant shall be provided to Landlord upon Landlord's request.

ARTICLE 12 DESTRUCTION

12.1 Rights of Tenant. If the Leased Property is damaged so that fifty percent (50%) of the usable space of the Leased Property is rendered unusable, Tenant may either (1) terminate this Second Amended Lease Agreement or (2) continue this Second Amended Lease Agreement and, at its sole cost and expense, whether or not insurance proceeds will be sufficient for that purpose, and regardless of the amount of such destruction, forthwith repair, replace and rebuild the Leased Property. All such repairs, replacements or rebuilding shall be performed in a good and workmanlike manner and in compliance with all existing laws and regulations.

12.2 Rights of Landlord. If the work of repairing, replacing or rebuilding the damaged or destroyed Leased Property does not commence within a reasonable time from the date of any such loss, destruction or damage, or after commencement thereof shall not be expeditiously proceeded with to completion and Tenant has ceased paying rent under the terms of the Second Amended Lease Agreement, Landlord shall have the right to cancel and terminate this Second Amended Lease Agreement upon thirty (30) days' written notice.

12.3 Insurance Proceeds. If this Second Amended Lease Agreement is not terminated, Landlord and Tenant shall disburse and apply any insurance proceeds received by Landlord and Tenant to the restoration and rebuilding of the Leased Property. All insurance proceeds payable with respect to Tenant's personal property shall belong to and shall be payable to Tenant.

ARTICLE 13 CONDEMNATION

13.1 Condemnation. The term "Condemnation", as used in this Second Amended Lease Agreement, shall mean the exercise of the power of eminent domain by any person, entity, body, agency or authority, or private purchase in lieu of eminent domain such that (a) that part so taken includes all or part of the Leased Property, or (b) that part so taken eliminates or adversely affects access to any public street or highway, or (c) the entire Property is taken.

13.2 Right to Proceeds. If the Leased Property or any part thereof shall be taken to condemnation proceedings, Tenant shall have the right to participate in any proceedings pertaining to the condemnation and Landlord and Tenant shall each be entitled to their separate claims based on their respective interests even if a single award for all damages is given by the condemning authority.

13.3 Total Taking. If at anytime during the term of this Second Amended Lease Agreement the whole or substantially all of the Leased Property shall be taken by Condemnation, this Second Amended Lease Agreement shall terminate and expire on the date upon which title shall vest in the condemning authority and the rent provided to be paid by Tenant shall be apportioned and paid to such date.

13.4 Distribution of Award. In the event of a taking by Condemnation, which results in the termination of this Second Amended Lease Agreement, the rights of Landlord and Tenant in any award shall be as follows and in the following order of priority:

- (a) First, the unpaid balance of principal and interest due on any mortgage on the Leased Property shall be paid to the holder of such mortgage;
- (b) Landlord shall then retain that part of the award attributable to the real property and improvements limited to the amount owed to the Landlord;
- (c) Tenant shall be entitled to that part of the award attributable to furniture, fixtures, equipment and other personal property and any consequential and severance damages for the value of Tenant's interests in the remaining term of this Second Amended Lease Agreement.

13.5 Partial Taking. In the event of a partial taking which shall not result in the termination of this Second Amended Lease Agreement, Landlord and Tenant, based on their separate claims, shall promptly proceed to repair, rebuild or restore the remainder of any Improvements affected thereby to a complete and self-contained architectural unit, for the purposes and uses to which Tenant was putting the Leased Property before the taking.

ARTICLE 14 ASSIGNMENT AND SUBLETTING

Tenant shall not assign, hypothecate or pledge this Second Amended Lease Agreement or sublet the Leased Property either voluntarily or by operation of law without the prior written consent of Landlord which consent will not be unreasonably withheld or delayed.

ARTICLE 15 OPTION TO PURCHASE

In consideration of the rental payment made by Tenant to Landlord as set forth above, and in consideration of the mutual covenants contained in this agreement, Landlord does hereby

grant to Tenant the exclusive right and option to purchase the leased premises from Landlord ("the Option"), subject to the following terms and conditions.

15.1 Term. The Option shall originate on the day of execution of this Second Amended Lease Agreement, and shall terminate on December 31, 2022, unless exercised at that time or prior thereto.

15.2 Notice of Exercise. The Option is to be exercised by Tenant by providing written notice thereof, sent by certified mail, to Landlord at the last known address of Landlord, or at such other address or location provided to Tenant by Landlord. The Option can only be exercised for the entire leased premises, not a portion thereof.

15.3 Purchase Price of Leased Premises. The purchase price for the leased premises subject to the Option shall be calculated as follows:

The total debt owed by Tenant as of January 1, 2018 is One million Six Hundred Forty Two Thousand Seven Hundred Thirty Four and 87/100 Dollars (\$1,642,734.87). As part of this Second Amended Lease Agreement as well as the Second Amended Settlement Agreement dated June 10, 2014, the parties agree to an interest rate of 4% per annum from the time of execution. The purchase price shall consist of the total debt of One Million Six Hundred Forty Two Thousand Seven Hundred Thirty Four and 87/100 Dollars (\$1,642,734.87) together with interest calculated to the date of closing, less any rental payments made between January 1, 2018 and the date of closing.

Real estate taxes shall be prorated to the date of Closing on the purchase of the leased premises.

15.4 Payment of Purchase Price. In the event the Option is exercised, the parties understand and agree the total purchase price shall be paid in cash or certified funds at Closing.

15.5 Closing. Closing on the purchase of the leased premises shall occur not more than sixty (60) days following receipt by Landlord of Tenant's notice of exercising Option. Closing shall occur at a mutually agreed upon location.

15.6 Costs. All costs associated with the notice of exercise and the closing on the leased premises, including any title insurance if so desired by Tenant, shall be borne exclusively by Tenant. It is the intent of the parties that Landlord shall bear no expense associated with the Option or the purchase of the leased premises.

15.7 Formal Agreement. The parties agree that upon exercise of the Option a formal purchase agreement shall be drafted to commemorate the terms and conditions of the purchase of the leased premises by Tenant. The purchase agreement shall contain all those terms typical and customary for a transaction of this nature, including without limitation appropriate indemnification provisions. The cost to prepare the purchase agreement shall be paid equally by Tenant and Landlord.

15.8 Recordation. The parties agree they shall execute a Short Form Option, which shall be recorded in the office of the Register of Deeds, Lawrence County, South Dakota.

ARTICLE 16 DEFAULT

16.1 Default by Tenant. If default shall be made in the payment of the rent or any installment, or in the payment of any other sum required to be paid by Tenant under this Second Amended Lease Agreement or if default shall be made in the performance of any of the other terms or conditions of this Second Amended Lease Agreement which Tenant is required to observe and perform in this Second Amended Lease Agreement or if a receiver or trustee is appointed for Tenant or its property, or if Tenant shall abandon or vacate the premises during the Term, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Second Amended Lease Agreement and avail itself of any remedies against Lessee existing at the time of said default under the laws of the state of South Dakota as well as any of the following remedies:

- (a) Taking possession of the Leased Property and terminating this Second Amended Lease Agreement.
- (b) Bringing legal action for all fixed rent and additional rent due and to become due under this Second Amended Lease Agreement and for any damages sustained by Landlord.
- (c) Continuing this Second Amended Lease Agreement in effect and re-letting the Leased Property under such terms and conditions as Landlord may deem advisable with Tenant remaining liable for all fixed rent and additional rent plus any repairs and alterations necessary to prepare the Leased Property for re-letting, less rent received from re-letting, if any. Landlord shall be obligated to use its best efforts to re-let the Leased Property.
- (d) Landlord may remedy the default and charge the Tenant for the cost of the remedy, which amount shall be due and payable immediately to Landlord. The default and remedy shall be determined by an independent third party.

Tenant agrees to pay all attorneys' fees and other costs and expenses incurred by Landlord in enforcing any of Tenant's obligations under this Second Amended Lease Agreement as may be authorized or permitted by South Dakota law.

16.2 Landlord's Default. Upon the occurrence and continuance of an event of default by Landlord, Tenant shall give Landlord thirty (30) days written notice of default specifying the event of default and the action required to cure the default.

16.3 Option to Purchase. In the event of Default by Tenant, the Option to Purchase set forth above shall be terminated. Tenant shall forthwith immediately vacate the premises.

ARTICLE 17 BANKRUPTCY

If Tenant, shall at any time during the Term either (1) become insolvent, (2) have proceedings in bankruptcy instituted by or against them, (3) compound their debts or assign over their estate or effects for payment thereof, (4) have any execution or attachment issued against them, or their effects, and the Leased Property shall be taken or an attempt shall be made to take them, or (5) have a receiver or trustee appointed over their property, it shall be lawful for Landlord to immediately and without further notice enter on the leased premises or any part thereof and to repossess the leased premises and treat the same as a default.

ARTICLE 18 INDEMNIFICATION

18.1 By Tenant. Tenant agrees to indemnify and save Landlord harmless from any and all claims, damages, costs and expenses including reasonable attorney's fees arising out of or in connection with the conduct of the management of the business conducted by Tenant on the Leased Property.

18.2 Waiver. Landlord shall not be liable to Tenant and Tenant waives all claims for damages to persons or property sustained by Tenant, its agents, servants, invitees (and/or customers) arising out of Tenant's use of the Leased Property provided, however, that this paragraph shall not relieve Landlord from liability for the negligence or intentional acts of its agents, servants or employees.

ARTICLE 19 CERTIFICATES BY TENANT AND LANDLORD

Landlord and Tenant shall, at any time and from time to time, upon not less than (20) days' prior notice, execute and acknowledge to the other, statements in certifying that this Second Amended Lease Agreement is in full force and effect and such other matters as requested by the other party or any third party requesting such a certificate. Any such statement delivered pursuant to this Article may be relied upon by Landlord, Tenant or any third party requesting the certificate.

ARTICLE 20 NOTICE

All notices or demands which shall be required or permitted by law or any provisions of this Second Amended Lease Agreement shall be personally delivered or sent by United States mail, postage prepaid, to the addresses of Landlord and Tenant indicated in the opening paragraph of this Second Amended Lease Agreement. Such notices shall be properly given if directed to those addresses until notice is given, in the manner described above, to change such address.

ARTICLE 21 WAIVER

Failure of Landlord to insist upon the strict performance of any or all of the terms or conditions of this Second Amended Lease Agreement shall not constitute, nor be construed as, a waiver of Landlord's right to thereafter enforce any such terms or conditions, but the same shall continue in full force and effect.

ARTICLE 22 HOLDING OVER

If Tenant continues to occupy the Leased Property after the expiration of the term, such holding over shall not operate to extend or renew this Second Amended Lease Agreement, but shall be construed as a tenancy from month to month which may be terminated by either party upon thirty (30) days prior written notice. Such month-to-month tenancy by Tenant shall be subject to all the terms and provisions of this Second Amended Lease Agreement.

ARTICLE 23 ENVIRONMENTAL WARRANTIES

Tenant warrants that it will obtain all permits, licenses and other authorizations which are required under any laws relating to pollution or protection of the environment including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or chemical or industrial toxic or hazardous substances or wastes into the environment. Tenant further warrants that it will be in full compliance with all terms of the required permits, licenses and authorizations. Tenant shall hold the Landlord harmless from any liability of any kind arising out of the above including, but not limited to, a reasonable attorney fee for any litigation in which the Landlord is made a party or is threatened to be made a party.

ARTICLE 24 GENERAL PROVISIONS

24.1 Captions. The captions and headings contained in this Second Amended Lease Agreement are for convenience only and are not a part of this Second Amended Lease Agreement. Captions and headings shall not in any way limit or amplify the terms or provisions of this Second Amended Lease Agreement.

24.2 Successors and Assigns. This Second Amended Lease Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

24.3 Construction. The language in all parts of this Second Amended Lease Agreement shall be in all cases construed according to its fair meaning and not strictly for or against Landlord or Tenant. If any terra, covenant, condition or provision of this Second Amended Lease Agreement is held by a court of competent jurisdiction to be invalid, void or unreasonable, the remainder of the provisions of this Second Amended Lease Agreement shall remain in full force and effect.

24.4 Short Form Lease Agreement. Landlord and Tenant may execute a short form of this Second Amended Lease Agreement on a document witnessed and acknowledged in a form capable of being recorded in the public records of the county where the Leased Property is located.

24.5 Law Governing. This Second Amended Lease Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.

24.6 Entire Agreement. This Second Amended Lease Agreement shall constitute the entire agreement between the parties and shall supersede any prior agreements or understandings, whether or oral, which the parties may have had relating to this Second Amended Lease Agreement and/or Leased Property. No subsequent alteration, amendment, change or addition to this Second Amended Lease Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Landlord and Tenant.

24.7 Counterparts. This Second Amended Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an Original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amended Lease Agreement as of the day and year first above written.

* * * * * SIGNATURES ON FOLLOWING PAGES * * * * *

DEADWOOD HISTORIC PRESERVATION COMMISSION

By: _____
Michael Johnson
Its: Chairman

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF LAWRENCE)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Michael Johnson, known to me or satisfactorily proven to be the Chairman of Deadwood Historic Preservation Commission, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)



Notary Public – South Dakota
My commission expires:

CITY OF DEADWOOD

By: Charles Turbiville
Charles Turbiville, Mayor

ATTEST

Mary Jo Nelson
Mary Jo Nelson
Finance Officer

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF LAWRENCE)

On this 12th day of January, 2018, before me, the undersigned officer, personally appeared Charles Turbiville, known to me or satisfactorily proven to be the Mayor of the City of Deadwood, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)



Steph H. H. Deputy
Notary Public – South Dakota
My commission expires:

MY TERM EXPIRES
MARCH 3, 2019

Blake D. Haverberg

Melanie D. Haverberg

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg and Melanie D. Haverberg, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public – South Dakota
My commission expires:

HAVERBERG FAMILY LIMITED PARTNERSHIP

By: _____
Blake D. Haverberg, General Partner

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg, known to me or satisfactorily proven to be the General Partner of Haverberg Family Limited Partnership, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public – South Dakota
My commission expires:

MARTIN-MASON RESTORATION, LLC

By: _____
Blake D. Haverberg, Managing Member

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg, known to me or satisfactorily proven to be the Managing Member of Martin-Mason Restoration, LLC, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public – South Dakota
My commission expires:

GALLOWES, LLC

By: _____
Blake D. Haverberg, President of
Deadwood Development Co., Inc.
Its: Managing Member

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg, known to me or satisfactorily proven to be the President of Deadwood Development Co., Inc., the Managing Member of Gallows, LLC, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public – South Dakota
My commission expires:

DEADWOOD DEVELOPMENT COMPANY, INC.

By: _____
Blake D. Haverberg, President

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg, known to me or satisfactorily proven to be the President of Deadwood Development Co., Inc., whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public – South Dakota
My commission expires:

Compound Period : Monthly

Nominal Annual Rate : 4.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/01/2018	1,642,734.87	1		
2 Payment	01/15/2018	9,936.80	240	Monthly	12/15/2037

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	01/01/2018				1,642,734.87
1	01/15/2018	9,936.80	2,520.36	7,416.44	1,635,318.43
2	02/15/2018	9,936.80	5,451.06	4,485.74	1,630,832.69
3	03/15/2018	9,936.80	5,436.11	4,500.69	1,626,332.00
4	04/15/2018	9,936.80	5,421.11	4,515.69	1,621,816.31
5	05/15/2018	9,936.80	5,406.05	4,530.75	1,617,285.56
6	06/15/2018	9,936.80	5,390.95	4,545.85	1,612,739.71
7	07/15/2018	9,936.80	5,375.80	4,561.00	1,608,178.71
8	08/15/2018	9,936.80	5,360.60	4,576.20	1,603,602.51
9	09/15/2018	9,936.80	5,345.34	4,591.46	1,599,011.05
10	10/15/2018	9,936.80	5,330.04	4,606.76	1,594,404.29
11	11/15/2018	9,936.80	5,314.68	4,622.12	1,589,782.17
12	12/15/2018	9,936.80	5,299.27	4,637.53	1,585,144.64
2018 Totals		119,241.60	61,651.37	57,590.23	
13	01/15/2019	9,936.80	5,283.82	4,652.98	1,580,491.66
14	02/15/2019	9,936.80	5,268.31	4,668.49	1,575,823.17
15	03/15/2019	9,936.80	5,252.74	4,684.06	1,571,139.11
16	04/15/2019	9,936.80	5,237.13	4,699.67	1,566,439.44
17	05/15/2019	9,936.80	5,221.46	4,715.34	1,561,724.10
18	06/15/2019	9,936.80	5,205.75	4,731.05	1,556,993.05
19	07/15/2019	9,936.80	5,189.98	4,746.82	1,552,246.23
20	08/15/2019	9,936.80	5,174.15	4,762.65	1,547,483.58
21	09/15/2019	9,936.80	5,158.28	4,778.52	1,542,705.06
22	10/15/2019	9,936.80	5,142.35	4,794.45	1,537,910.61
23	11/15/2019	9,936.80	5,126.37	4,810.43	1,533,100.18
24	12/15/2019	9,936.80	5,110.33	4,826.47	1,528,273.71
2019 Totals		119,241.60	62,370.67	56,870.93	
25	01/15/2020	9,936.80	5,094.25	4,842.55	1,523,431.16
26	02/15/2020	9,936.80	5,078.10	4,858.70	1,518,572.46
27	03/15/2020	9,936.80	5,061.91	4,874.89	1,513,697.57
28	04/15/2020	9,936.80	5,045.66	4,891.14	1,508,806.43
29	05/15/2020	9,936.80	5,029.35	4,907.45	1,503,898.98
30	06/15/2020	9,936.80	5,013.00	4,923.80	1,498,975.18
31	07/15/2020	9,936.80	4,996.58	4,940.22	1,494,034.96
32	08/15/2020	9,936.80	4,980.12	4,956.68	1,489,078.28
33	09/15/2020	9,936.80	4,963.59	4,973.21	1,484,105.07

	Date	Payment	Interest	Principal	Balance
34	10/15/2020	9,936.80	4,947.02	4,989.78	1,479,115.29
35	11/15/2020	9,936.80	4,930.38	5,006.42	1,474,108.87
36	12/15/2020	9,936.80	4,913.70	5,023.10	1,469,085.77
2020 Totals		119,241.60	60,053.66	59,187.94	
37	01/15/2021	9,936.80	4,896.95	5,039.85	1,464,045.92
38	02/15/2021	9,936.80	4,880.15	5,056.65	1,458,989.27
39	03/15/2021	9,936.80	4,863.30	5,073.50	1,453,915.77
40	04/15/2021	9,936.80	4,846.39	5,090.41	1,448,825.36
41	05/15/2021	9,936.80	4,829.42	5,107.38	1,443,717.98
42	06/15/2021	9,936.80	4,812.39	5,124.41	1,438,593.57
43	07/15/2021	9,936.80	4,795.31	5,141.49	1,433,452.08
44	08/15/2021	9,936.80	4,778.17	5,158.63	1,428,293.45
45	09/15/2021	9,936.80	4,760.98	5,175.82	1,423,117.63
46	10/15/2021	9,936.80	4,743.73	5,193.07	1,417,924.56
47	11/15/2021	9,936.80	4,726.42	5,210.38	1,412,714.18
48	12/15/2021	9,936.80	4,709.05	5,227.75	1,407,486.43
2021 Totals		119,241.60	57,642.26	61,599.34	
49	01/15/2022	9,936.80	4,691.62	5,245.18	1,402,241.25
50	02/15/2022	9,936.80	4,674.14	5,262.66	1,396,978.59
51	03/15/2022	9,936.80	4,656.60	5,280.20	1,391,698.39
52	04/15/2022	9,936.80	4,638.99	5,297.81	1,386,400.58
53	05/15/2022	9,936.80	4,621.34	5,315.46	1,381,085.12
54	06/15/2022	9,936.80	4,603.62	5,333.18	1,375,751.94
55	07/15/2022	9,936.80	4,585.84	5,350.96	1,370,400.98
56	08/15/2022	9,936.80	4,568.00	5,368.80	1,365,032.18
57	09/15/2022	9,936.80	4,550.11	5,386.69	1,359,645.49
58	10/15/2022	9,936.80	4,532.15	5,404.65	1,354,240.84
59	11/15/2022	9,936.80	4,514.14	5,422.66	1,348,818.18
60	12/15/2022	9,936.80	4,496.06	5,440.74	1,343,377.44
2022 Totals		119,241.60	55,132.61	64,108.99	
61	01/15/2023	9,936.80	4,477.92	5,458.88	1,337,918.56
62	02/15/2023	9,936.80	4,459.73	5,477.07	1,332,441.49
63	03/15/2023	9,936.80	4,441.47	5,495.33	1,326,946.16
64	04/15/2023	9,936.80	4,423.15	5,513.65	1,321,432.51
65	05/15/2023	9,936.80	4,404.78	5,532.02	1,315,900.49
66	06/15/2023	9,936.80	4,386.33	5,550.47	1,310,350.02
67	07/15/2023	9,936.80	4,367.83	5,568.97	1,304,781.05
68	08/15/2023	9,936.80	4,349.27	5,587.53	1,299,193.52
69	09/15/2023	9,936.80	4,330.65	5,606.15	1,293,587.37
70	10/15/2023	9,936.80	4,311.96	5,624.84	1,287,962.53
71	11/15/2023	9,936.80	4,293.21	5,643.59	1,282,318.94
72	12/15/2023	9,936.80	4,274.40	5,662.40	1,276,656.54
2023 Totals		119,241.60	52,520.70	66,720.90	
73	01/15/2024	9,936.80	4,255.52	5,681.28	1,270,975.26
74	02/15/2024	9,936.80	4,236.58	5,700.22	1,265,275.04
75	03/15/2024	9,936.80	4,217.58	5,719.22	1,259,555.82
76	04/15/2024	9,936.80	4,198.52	5,738.28	1,253,817.54

	Date	Payment	Interest	Principal	Balance
77	05/15/2024	9,936.80	4,179.39	5,757.41	1,248,060.13
78	06/15/2024	9,936.80	4,160.20	5,776.60	1,242,283.53
79	07/15/2024	9,936.80	4,140.95	5,795.85	1,236,487.68
80	08/15/2024	9,936.80	4,121.63	5,815.17	1,230,672.51
81	09/15/2024	9,936.80	4,102.24	5,834.56	1,224,837.95
82	10/15/2024	9,936.80	4,082.79	5,854.01	1,218,983.94
83	11/15/2024	9,936.80	4,063.28	5,873.52	1,213,110.42
84	12/15/2024	9,936.80	4,043.70	5,893.10	1,207,217.32
2024 Totals		119,241.60	49,802.38	69,439.22	
85	01/15/2025	9,936.80	4,024.06	5,912.74	1,201,304.58
86	02/15/2025	9,936.80	4,004.35	5,932.45	1,195,372.13
87	03/15/2025	9,936.80	3,984.57	5,952.23	1,189,419.90
88	04/15/2025	9,936.80	3,964.73	5,972.07	1,183,447.83
89	05/15/2025	9,936.80	3,944.83	5,991.97	1,177,455.86
90	06/15/2025	9,936.80	3,924.85	6,011.95	1,171,443.91
91	07/15/2025	9,936.80	3,904.81	6,031.99	1,165,411.92
92	08/15/2025	9,936.80	3,884.71	6,052.09	1,159,359.83
93	09/15/2025	9,936.80	3,864.53	6,072.27	1,153,287.56
94	10/15/2025	9,936.80	3,844.29	6,092.51	1,147,195.05
95	11/15/2025	9,936.80	3,823.98	6,112.82	1,141,082.23
96	12/15/2025	9,936.80	3,803.61	6,133.19	1,134,949.04
2025 Totals		119,241.60	46,973.32	72,268.28	
97	01/15/2026	9,936.80	3,783.16	6,153.64	1,128,795.40
98	02/15/2026	9,936.80	3,762.65	6,174.15	1,122,621.25
99	03/15/2026	9,936.80	3,742.07	6,194.73	1,116,426.52
100	04/15/2026	9,936.80	3,721.42	6,215.38	1,110,211.14
101	05/15/2026	9,936.80	3,700.70	6,236.10	1,103,975.04
102	06/15/2026	9,936.80	3,679.92	6,256.88	1,097,718.16
103	07/15/2026	9,936.80	3,659.06	6,277.74	1,091,440.42
104	08/15/2026	9,936.80	3,638.13	6,298.67	1,085,141.75
105	09/15/2026	9,936.80	3,617.14	6,319.66	1,078,822.09
106	10/15/2026	9,936.80	3,596.07	6,340.73	1,072,481.36
107	11/15/2026	9,936.80	3,574.94	6,361.86	1,066,119.50
108	12/15/2026	9,936.80	3,553.73	6,383.07	1,059,736.43
2026 Totals		119,241.60	44,028.99	75,212.61	
109	01/15/2027	9,936.80	3,532.45	6,404.35	1,053,332.08
110	02/15/2027	9,936.80	3,511.11	6,425.69	1,046,906.39
111	03/15/2027	9,936.80	3,489.69	6,447.11	1,040,459.28
112	04/15/2027	9,936.80	3,468.20	6,468.60	1,033,990.68
113	05/15/2027	9,936.80	3,446.64	6,490.16	1,027,500.52
114	06/15/2027	9,936.80	3,425.00	6,511.80	1,020,988.72
115	07/15/2027	9,936.80	3,403.30	6,533.50	1,014,455.22
116	08/15/2027	9,936.80	3,381.52	6,555.28	1,007,899.94
117	09/15/2027	9,936.80	3,359.67	6,577.13	1,001,322.81
118	10/15/2027	9,936.80	3,337.74	6,599.06	994,723.75
119	11/15/2027	9,936.80	3,315.75	6,621.05	988,102.70
120	12/15/2027	9,936.80	3,293.68	6,643.12	981,459.58
2027 Totals		119,241.60	40,964.75	78,276.85	

	Date	Payment	Interest	Principal	Balance
121	01/15/2028	9,936.80	3,271.53	6,665.27	974,794.31
122	02/15/2028	9,936.80	3,249.31	6,687.49	968,106.82
123	03/15/2028	9,936.80	3,227.02	6,709.78	961,397.04
124	04/15/2028	9,936.80	3,204.66	6,732.14	954,664.90
125	05/15/2028	9,936.80	3,182.22	6,754.58	947,910.32
126	06/15/2028	9,936.80	3,159.70	6,777.10	941,133.22
127	07/15/2028	9,936.80	3,137.11	6,799.69	934,333.53
128	08/15/2028	9,936.80	3,114.45	6,822.35	927,511.18
129	09/15/2028	9,936.80	3,091.70	6,845.10	920,666.08
130	10/15/2028	9,936.80	3,068.89	6,867.91	913,798.17
131	11/15/2028	9,936.80	3,045.99	6,890.81	906,907.36
132	12/15/2028	9,936.80	3,023.02	6,913.78	899,993.58
2028 Totals		119,241.60	37,775.60	81,466.00	
133	01/15/2029	9,936.80	2,999.98	6,936.82	893,056.76
134	02/15/2029	9,936.80	2,976.86	6,959.94	886,096.82
135	03/15/2029	9,936.80	2,953.66	6,983.14	879,113.68
136	04/15/2029	9,936.80	2,930.38	7,006.42	872,107.26
137	05/15/2029	9,936.80	2,907.02	7,029.78	865,077.48
138	06/15/2029	9,936.80	2,883.59	7,053.21	858,024.27
139	07/15/2029	9,936.80	2,860.08	7,076.72	850,947.55
140	08/15/2029	9,936.80	2,836.49	7,100.31	843,847.24
141	09/15/2029	9,936.80	2,812.82	7,123.98	836,723.26
142	10/15/2029	9,936.80	2,789.08	7,147.72	829,575.54
143	11/15/2029	9,936.80	2,765.25	7,171.55	822,403.99
144	12/15/2029	9,936.80	2,741.35	7,195.45	815,208.54
2029 Totals		119,241.60	34,456.56	84,785.04	
145	01/15/2030	9,936.80	2,717.36	7,219.44	807,989.10
146	02/15/2030	9,936.80	2,693.30	7,243.50	800,745.60
147	03/15/2030	9,936.80	2,669.15	7,267.65	793,477.95
148	04/15/2030	9,936.80	2,644.93	7,291.87	786,186.08
149	05/15/2030	9,936.80	2,620.62	7,316.18	778,869.90
150	06/15/2030	9,936.80	2,596.23	7,340.57	771,529.33
151	07/15/2030	9,936.80	2,571.76	7,365.04	764,164.29
152	08/15/2030	9,936.80	2,547.21	7,389.59	756,774.70
153	09/15/2030	9,936.80	2,522.58	7,414.22	749,360.48
154	10/15/2030	9,936.80	2,497.87	7,438.93	741,921.55
155	11/15/2030	9,936.80	2,473.07	7,463.73	734,457.82
156	12/15/2030	9,936.80	2,448.19	7,488.61	726,969.21
2030 Totals		119,241.60	31,002.27	88,239.33	
157	01/15/2031	9,936.80	2,423.23	7,513.57	719,455.64
158	02/15/2031	9,936.80	2,398.19	7,538.61	711,917.03
159	03/15/2031	9,936.80	2,373.06	7,563.74	704,353.29
160	04/15/2031	9,936.80	2,347.84	7,588.96	696,764.33
161	05/15/2031	9,936.80	2,322.55	7,614.25	689,150.08
162	06/15/2031	9,936.80	2,297.17	7,639.63	681,510.45
163	07/15/2031	9,936.80	2,271.70	7,665.10	673,845.35
164	08/15/2031	9,936.80	2,246.15	7,690.65	666,154.70
165	09/15/2031	9,936.80	2,220.52	7,716.28	658,438.42

	Date	Payment	Interest	Principal	Balance
166	10/15/2031	9,936.80	2,194.79	7,742.01	650,696.41
167	11/15/2031	9,936.80	2,168.99	7,767.81	642,928.60
168	12/15/2031	9,936.80	2,143.10	7,793.70	635,134.90
2031 Totals		119,241.60	27,407.29	91,834.31	
169	01/15/2032	9,936.80	2,117.12	7,819.68	627,315.22
170	02/15/2032	9,936.80	2,091.05	7,845.75	619,469.47
171	03/15/2032	9,936.80	2,064.90	7,871.90	611,597.57
172	04/15/2032	9,936.80	2,038.66	7,898.14	603,699.43
173	05/15/2032	9,936.80	2,012.33	7,924.47	595,774.96
174	06/15/2032	9,936.80	1,985.92	7,950.88	587,824.08
175	07/15/2032	9,936.80	1,959.41	7,977.39	579,846.69
176	08/15/2032	9,936.80	1,932.82	8,003.98	571,842.71
177	09/15/2032	9,936.80	1,906.14	8,030.66	563,812.05
178	10/15/2032	9,936.80	1,879.37	8,057.43	555,754.62
179	11/15/2032	9,936.80	1,852.52	8,084.28	547,670.34
180	12/15/2032	9,936.80	1,825.57	8,111.23	539,559.11
2032 Totals		119,241.60	23,665.81	95,575.79	
181	01/15/2033	9,936.80	1,798.53	8,138.27	531,420.84
182	02/15/2033	9,936.80	1,771.40	8,165.40	523,255.44
183	03/15/2033	9,936.80	1,744.18	8,192.62	515,062.82
184	04/15/2033	9,936.80	1,716.88	8,219.92	506,842.90
185	05/15/2033	9,936.80	1,689.48	8,247.32	498,595.58
186	06/15/2033	9,936.80	1,661.99	8,274.81	490,320.77
187	07/15/2033	9,936.80	1,634.40	8,302.40	482,018.37
188	08/15/2033	9,936.80	1,606.73	8,330.07	473,688.30
189	09/15/2033	9,936.80	1,578.96	8,357.84	465,330.46
190	10/15/2033	9,936.80	1,551.10	8,385.70	456,944.76
191	11/15/2033	9,936.80	1,523.15	8,413.65	448,531.11
192	12/15/2033	9,936.80	1,495.10	8,441.70	440,089.41
2033 Totals		119,241.60	19,771.90	99,469.70	
193	01/15/2034	9,936.80	1,466.96	8,469.84	431,619.57
194	02/15/2034	9,936.80	1,438.73	8,498.07	423,121.50
195	03/15/2034	9,936.80	1,410.41	8,526.39	414,595.11
196	04/15/2034	9,936.80	1,381.98	8,554.82	406,040.29
197	05/15/2034	9,936.80	1,353.47	8,583.33	397,456.96
198	06/15/2034	9,936.80	1,324.86	8,611.94	388,845.02
199	07/15/2034	9,936.80	1,296.15	8,640.65	380,204.37
200	08/15/2034	9,936.80	1,267.35	8,669.45	371,534.92
201	09/15/2034	9,936.80	1,238.45	8,698.35	362,836.57
202	10/15/2034	9,936.80	1,209.46	8,727.34	354,109.23
203	11/15/2034	9,936.80	1,180.36	8,756.44	345,352.79
204	12/15/2034	9,936.80	1,151.18	8,785.62	336,567.17
2034 Totals		119,241.60	15,719.36	103,522.24	
205	01/15/2035	9,936.80	1,121.89	8,814.91	327,752.26
206	02/15/2035	9,936.80	1,092.51	8,844.29	318,907.97
207	03/15/2035	9,936.80	1,063.03	8,873.77	310,034.20
208	04/15/2035	9,936.80	1,033.45	8,903.35	301,130.85

	Date	Payment	Interest	Principal	Balance
209	05/15/2035	9,936.80	1,003.77	8,933.03	292,197.82
210	06/15/2035	9,936.80	973.99	8,962.81	283,235.01
211	07/15/2035	9,936.80	944.12	8,992.68	274,242.33
212	08/15/2035	9,936.80	914.14	9,022.66	265,219.67
213	09/15/2035	9,936.80	884.07	9,052.73	256,166.94
214	10/15/2035	9,936.80	853.89	9,082.91	247,084.03
215	11/15/2035	9,936.80	823.61	9,113.19	237,970.84
216	12/15/2035	9,936.80	793.24	9,143.56	228,827.28
2035 Totals		119,241.60	11,501.71	107,739.89	
217	01/15/2036	9,936.80	762.76	9,174.04	219,653.24
218	02/15/2036	9,936.80	732.18	9,204.62	210,448.62
219	03/15/2036	9,936.80	701.50	9,235.30	201,213.32
220	04/15/2036	9,936.80	670.71	9,266.09	191,947.23
221	05/15/2036	9,936.80	639.82	9,296.98	182,650.25
222	06/15/2036	9,936.80	608.83	9,327.97	173,322.28
223	07/15/2036	9,936.80	577.74	9,359.06	163,963.22
224	08/15/2036	9,936.80	546.54	9,390.26	154,572.96
225	09/15/2036	9,936.80	515.24	9,421.56	145,151.40
226	10/15/2036	9,936.80	483.84	9,452.96	135,698.44
227	11/15/2036	9,936.80	452.33	9,484.47	126,213.97
228	12/15/2036	9,936.80	420.71	9,516.09	116,697.88
2036 Totals		119,241.60	7,112.20	112,129.40	
229	01/15/2037	9,936.80	388.99	9,547.81	107,150.07
230	02/15/2037	9,936.80	357.17	9,579.63	97,570.44
231	03/15/2037	9,936.80	325.23	9,611.57	87,958.87
232	04/15/2037	9,936.80	293.20	9,643.60	78,315.27
233	05/15/2037	9,936.80	261.05	9,675.75	68,639.52
234	06/15/2037	9,936.80	228.80	9,708.00	58,931.52
235	07/15/2037	9,936.80	196.44	9,740.36	49,191.16
236	08/15/2037	9,936.80	163.97	9,772.83	39,418.33
237	09/15/2037	9,936.80	131.39	9,805.41	29,612.92
238	10/15/2037	9,936.80	98.71	9,838.09	19,774.83
239	11/15/2037	9,936.80	65.92	9,870.88	9,903.95
240	12/15/2037	9,936.80	32.85	9,903.95	0.00
2037 Totals		119,241.60	2,543.72	116,697.88	
Grand Totals		2,384,832.00	742,097.13	1,642,734.87	

Last interest amount decreased by 0.16 due to rounding.

Date: 1/19/2018

Case No. H1802

Address: 51 TAYLOR AVE

Staff Report

The applicant has submitted an application for Project Approval for work at 51 TAYLOR AVE, a non-contributing structure located in the Ingleside Planning Unit in the City of Deadwood.

Applicant: EARNEST & LINDA FRY

Owner: EARNEST & LINDA FRY

Constructed: c 1890

CRITERIA FOR THE ISSUANCE OF A PROJECT APPROVAL

The Historic Preservation Commission shall use the following criteria in granting or denying the Project Approval:

General Factors:

1. Historic significance of the resource: This is a late nineteenth-century house that has received substantial non-historic modification. It has a modern foundation and has resided with modern T-111 siding. There is a modern picture window on the primary façade, and the historic front porch has been enclosed. Because of the loss of integrity caused by these and other changes this building cannot currently contribute to the Deadwood National Historic Landmark District.

2. Architectural design of the resource and proposed alterations: The applicant is requesting permission to move the front door three feet to the right so that the entrance is in the main area of the house and not the master bed room. Also requesting permission to replace the basement door, back door, install stone to the front face of the house, install new horizontal lap siding, and build steps from the drive way to the front deck.

Attachments: No

Plans: Yes

Photos: Yes

Staff Opinion: Staff has communicated with the applicant regarding the utilization of a 6" lap siding vs. the proposed 8" lap siding. The applicant is in agreement to use the 6" lap siding providing a 5" reveal which will be in better proportions to the resource and the historic district.

With this change, the proposed work and changes do not encroach upon, damage or destroy a historic resource or have an adverse effect on the character of the building or the historic character of the State and National Register Historic Districts or the Deadwood National Historic Landmark District.



Motions available for commission action:

A: If you, as a commissioner, have determined the Project **DOES NOT** Encroach Upon, Damage or Destroy a historic property then:

Based upon all the evidence presented, I find that this project **DOES NOT** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places, and therefore move to grant a project approval.

If you, as a commissioner, have determined the Project will Encroach Upon, Damage or Destroy a historic property then:

B: First Motion:

Based upon all the evidence presented, I move to make a finding that this project **DOES** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places. [If this, move on to 2nd Motion and choose an option.]

C: Second Motion:

Option 1: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **NOT ADVERSE** to Deadwood and move to **APPROVE** the project as presented.

OR

Option 2: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood and move to **DENY** the project as presented.

OR

Option 3: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood, but the applicant has explored **ALL REASONABLE AND PRUDENT ALTERNATIVES**, and so I move to **APPROVE** the project as presented.

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



FOR OFFICE USE ONLY

Case No. H1802
☒ Project Approval
☐ Certificate of Appropriateness
Date Received 1/1/15
Date of Hearing 1/24/15

City of Deadwood Application for Project Approval OR Certificate of Appropriateness

The Deadwood Historic Preservation Commission reviews all applications. Approval is issued for proposed work in keeping with City of Deadwood Ordinances & Guidelines, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation.

This application must be typed or printed in ink and submitted to:

City of Deadwood
Deadwood Historic Preservation Office
108 Sherman Street
Deadwood, SD 57732

FOR INFORMATION REGARDING THIS FORM, CALL 605-578-2082

PROPERTY INFORMATION

Property Address: 51 Taylor Ave, Deadwood SD

Historic Name of Property (if known): _____

APPLICANT INFORMATION

Applicant is: ☒ owner ☐ contractor ☐ architect ☐ consultant ☐ other _____

Owner's Name: Linda & Earnest Fry
Address: 8710 Highland Hills Rd
City: Rapid City State: SD Zip: 57702
Telephone: 4029372255 Fax: _____
E-mail: linda.fry@hotmail.com

Architect's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____

Contractor's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____

Agent's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____

TYPE OF IMPROVEMENT

☒ Alteration (change to exterior)
☐ New Construction ☐ New Building ☐ Addition ☐ Accessory Structure
☒ General Maintenance ☐ Re-Roofing ☐ Wood Repair ☐ Exterior Painting ~~(Siding)~~
Other DOORS ☒ Siding ☐ Windows (1) ☐ Fencing
☐ Awning ☐ Sign

Site Plan

vrancecounty.connectgis.com/Map.aspx

51 Taylor Ave, Deadwood SD

8 Jan 18

Linda & Earnest Fry

Location of work to be performed

Note: exterior dimensions remain the same, approx. 50' x 34'



1/209 Meters



ER2 911 ADDRESS	LEGAL	SUBDIVISION	ACRES	SCHOOL DISTRICT	ROAD DISTRICT	FIRE DISTRICT	WARD CITY	WARD	SANITARY DISTRICT	PLAT	NRHD STATE CLA
51 TAYLOR AVE	LOT 3A BLK 45	ORIGINAL TOWN DEADWOOD	0	40-1		DE	OS		L	2015-2297	51000 N/A ID-5

ACTIVITY: (CHECK AS APPLICABLE)			
Project Start Date: <u>4/1/2018</u>		Project Completion Date (anticipated): <u>7/30/2018</u>	
<input checked="" type="checkbox"/> ALTERATION	<input checked="" type="checkbox"/> Front	<input checked="" type="checkbox"/> Side(s)	<input checked="" type="checkbox"/> Rear
<input type="checkbox"/> ADDITION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> Residential		<input type="checkbox"/> Other _____
<input type="checkbox"/> ROOF	<input type="checkbox"/> New	<input type="checkbox"/> Re-roofing	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> GARAGE	<input type="checkbox"/> New	<input type="checkbox"/> Rehabilitation	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> FENCE/GATE	<input type="checkbox"/> New	<input type="checkbox"/> Replacement	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Material _____ Style/type _____ Dimensions _____			
<input checked="" type="checkbox"/> WINDOWS ↓ <i>one, white vinyl</i>	<input type="checkbox"/> STORM WINDOW	<input checked="" type="checkbox"/> DOORS	<input type="checkbox"/> STORM DOORS
	<input type="checkbox"/> Restoration	<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> New
	<input checked="" type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input checked="" type="checkbox"/> Rear
Material <u>Fiberglass/dk walnut</u> Style/type <u>36"</u>			
<input type="checkbox"/> SIGN/AWNING	<input type="checkbox"/> New	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement
Material _____ Style/type _____ Dimensions _____			
<input type="checkbox"/> OTHER – Describe in detail below or use attachments			

DESCRIPTION OF ACTIVITY

Describe, as specifically as possible, the above activity (use attachments if necessary including type of materials to be used) and submit as applicable. Descriptive materials such as photos and drawings are necessary to illustrate the work and to help the commissioners and staff evaluate the proposed changes. A request for approval of a window replacement, for example, should be accompanied by measurements of the existing window, a picture of the existing window, and a picture or catalogue sheet with manufacturer information for the new window. Similar information should be supplied for each element of the proposed work along with general drawings and/or photographs as appropriate.

Failure to supply adequate documentation could result in delays in processing and denial of the request.

We propose performing the following:

1. Moving and replacing the front door about 3' to the right, to enter into the main area of the house. See atch door, which is a 36" Therna Tru high quality fiberglass with leaded glass inserts, dark walnut. Currently, the front door enters into the master bedroom. The location where the old door is removed will be replaced with a window that matches the existing white vinyl windows throughout the house.

2. Replacing the basement entry door, same location, it is just damaged beyond repair.

3. Replacing the back door, again damaged beyond repair.

4. Installing local stone to the front face of the house, *in location shown*

5. Installing new 8" lap siding (PPG Prefinished™ 3/8" x 8" x 16' Textured Strand Lap Siding, Model Number: 1424215 | Menards® SKU: 1424215, Variation: Knight's Armor-30YR Paint Warranty

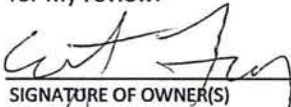
6. *We would also create steps from the driveway to the Deck for the front Door Entry.*

SIGNATURES

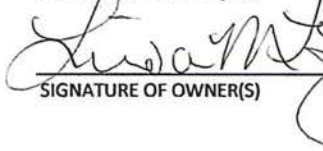
I HEREBY CERTIFY I understand this application will not be accepted and processed until all the requested information has been supplied. I realize drawings and measurements must be exact and if errors result in a violation of the Commission's approval, then appropriate changes will have to be made. I also understand this application may require a site visit / additional research by staff and a PUBLIC HEARING by the DEADWOOD HISTORIC PRESERVATION COMMISSION.

I understand this application is for a Certificate of Appropriateness or Project Approval only and that a building permit is required for any uses associated with this location prior to any constructions, alterations, etc. All statements are true to the best of my knowledge and belief.

I understand approval is issued for proposed work in keeping with City of Deadwood Ordinances, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation and copies are available for my review.

 8 Jan 18
SIGNATURE OF OWNER(S) DATE

SIGNATURE OF AGENT(S) DATE

 8 Jan 18
SIGNATURE OF OWNER(S) DATE

SIGNATURE OF AGENT(S) DATE

SIGNATURE OF OWNER(S) DATE

SIGNATURE OF AGENT(S) DATE

APPLICATION DEADLINE

This form and all supporting documentation **MUST** arrive by 5:00 p.m. on the 1st or 3rd Wednesday of every month to be considered at the next Historic Preservation Commission Meeting. The meeting schedule and filing deadlines are on file with the Historic Preservation Office. Any information not provided to staff in advance of the meeting will not be considered by the Commission during their deliberation. Please call if you have any questions and staff will assist you.

Please use the attached criteria checklist as a guide to completing the application. Incomplete applications cannot be reviewed and will be returned to you for more information. All submitted materials will be retained by the Historic Preservation Office. Do not submit your only copy of any piece of documentation.

The City of Deadwood Historic Preservation Office has numerous resources available for your assistance upon request.

Criteria Checklist for Project Approval OR Certificate of Appropriateness

SUBMITTAL CRITERIA CHECKLIST

The documentation listed below will assist in the submission of the application. *Not all information listed below is required for each project. In order to save time and effort, please consult with the Historic Preservation Office prior to completing your application.*

ALL WORK:

- ☒ Photograph of house and existing conditions from all relevant sides.

RENOVATIONS AND ADDITIONS:

- ☒ Elevation and plan drawings to scale indicating proposed alterations or additions, clearly indicating the existing building and what is proposed and including the relationship to adjacent structures. Make sure to include door and window design if altered. Manufacturer's catalog data may be used, if applicable.
- ☒ Exterior material description.
- ☒ Site plan showing dimensions of lot and location of existing building(s) or structure(s) on lot, location of additions, dimensions of existing structure and additions. (Show use of addition and location of windows and doors if applicable.)
- ☒ Photograph of existing conditions from all elevations.
- ☒ Color samples and placement on the structure.
- ☐ Historic photographs should accompany any request to return a structure to an earlier historic appearance. (Please note our archives may be of great assistance) (None Available)

MATERIAL CHANGES:

- ☒ Written description of area involved.
- ☒ Color photographs or slides of areas involved and surrounding structures if applicable.
- ☒ Sample or photo of materials involved.

PAINTING, SIDING:

- ☒ Color photographs of all areas involved and surrounding structures if applicable.
- ☒ Samples of colors and/or materials to be used.
- ☒ Dimensioned elevation and section to scale, showing design of fence, material, and height in relationship to adjacent structures. Same AS Existing, No change.

NEW CONSTRUCTION: (N/A)

- ☐ Elevation drawings to scale showing all sides and dimensions. Elevation drawings to scale showing relationship to structures immediately adjacent.
- ☐ Photograph of proposed site and adjacent buildings on adjoining properties.
- ☐ Site plan including building footprint and location of off-street parking showing setbacks. Include number of spaces, surface material, screening and all other information required under Parking Areas.
- ☐ Material list including door and window styles, colors and texture samples.
- ☐ Scale model indicating significant detail. (This may be required for major construction. Please consult Historic Preservation Commission staff.)
- ☐ Color photographs of proposed site and structures within vicinity of new building.

51 Taylor Ave, Dedwood SD
Proposed material/color change
Linda's Earnest Inc

8 Jan 18



51 Taylor Ave, Deadwood SD
Current Color/Materials.
Linda Earnest Inc

8 Jan 18

