

**SIOUX FALLS PARKS AND RECREATION BOARD MEETING**  
**Wednesday, September 20, 2023**  
**4:00 p.m. Regular Board Meeting**  
**City Center Room 110- 231 N Dakota Ave**

ORDER OF BUSINESS

1. Roll call and determination of quorum
2. Approval of minutes from August 16, 2023, meeting
3. Public Comment
4. Unfinished business
5. New business
  - a. Airport-City Property Exchange- Don Kearney
  - b. Great Bear Lift/Rental Fees- Dan Grider
  - c. Farmer's Market-Amendment No. 2 to agreement for use of city facilities- Brett Kollars
  - d. Entry Fees 2023- 2024- Brett Kollars
6. Report of Director of Parks and Recreation
  - a. Aquatics Report – July
  - b. Golf Course Report – July
7. Items added after the agenda deadline
  - a. The Parks and Recreation Board may include other such business as may come before this body.
8. Reading of communications to the Board
9. Open board discussion
10. Adjournment

Persons requiring special accommodation for participation in any programs or activities sponsored by Sioux Falls Parks and Recreation should call 367-8222 during regular business hours at least 48 hours prior to the event. Special needs will be accommodated whenever reasonably possible.

August 16, 2023

A REGULAR MEETING OF THE SIOUX FALLS PARKS AND RECREATION BOARD was held on Wednesday, August 16, 2023, at 4 p.m. at the Mary Jo Wegner Arboretum

**Roll Call and Determination of Quorum**

Members present: Mike Begeman, Mick Conlin, Jim Stavenger, Teresa Cauwels, and Brooke Wegener, Rick Weber (arr. 4:01 p.m.)

Members absent: Ann Nachtigal

Parks and Recreation staff present: Don Kearney, Director; Brett Kollars, Assistant Director; Jackie Nelson, Recreation Manager; Mackenzie Songstad, City Services Technician

Others Present: Catherine Schlimgen, City Attorney's Office; Greg Neitzert, Sioux Falls City Council; Scott Ehrisman, public; Chad Pickard, Active Transportation Board; Jacqueline Palfy, Active Transportation Board; John Claussen, Bike Committee; Paula Gordon, public.

**Approval of Minutes (July 19, 2023)**

A motion to approve the minutes was made by Wegener and seconded by Stavenger. Motion passed unanimously with all present Board members voting yes.

**Public Input**

Scott Ehrisman- Thanked the board for their service and the decisions they make for the community. He also spoke about his concerns regarding proposed changes for recreational trail.

Paula Gordon- Thanked the Park board for the many amenities Park and Recreation offers. Paula also spoke about concerns about the recreational trail.

Chad Pickard- spoke about concerns on the recreational trail and e-bikes

Jacqueline Paulfy- spoke about recreational trail concerns.

John Claussen- spoke about concerns on the recreational trail and e-bikes

**Unfinished Business**

None.

**New Business**

**Proposed Change to Recreation Trail Ordinance to Permit Class II e- Bicycles:** A motion to table the recommended changes of the Proposed Change to Recreation Trail Ordinance to Permit Class II e- bicycles was made by Cauwels and seconded by Conlin. Motion passed unanimously with all present Board members voting yes.

**Mary Jo Wegner Arboretum Update:** Mike Cooper with the Mary Jo Wegner Arboretum stated that there were three weeks of summer camps this year. There are currently three construction projects taking place at the Arboretum. The first project is a replica of the Old Illinois Central Depot. This will be an outdoor history plaza. It will update the historic exhibits of east Sioux Falls, the quarry industry, and railroads. The structure will be open air and will be open year-round. The structure will include

August 16, 2023

elements of the railroad and quarry industry and will be interactive for children. This project is a partnership with the City of Sioux Falls, Arboretum Society, and two grants from Knife River Corporation and Mary Chilton, DAR. This project is scheduled for completion in the middle of this September. The second project is a new wedding pergola. Construction will start next week. The wedding pergola will be located at the very end of the formal garden area by the rose garden. A major donor will be funding this project. It is estimated to be complete by the end of October. The third project is the patio garden. It will include a shade pergola, raised beds, sculpture elements, water feature and staircase to the upper deck. This project is funded by a large donation and is expected to be completed by the end of the year. Finally, Cooper gave an update on the Adventure and Learning Conservatory. Haizlip Studios, Co-op Architecture and Confluence are working on a concept plan and a funding plan for installation in the coming years.

**Report of Director of Parks and Recreation:**

Kearney started his report by stating that the River Greenway Phase 3 bid came in 4-5 million dollars under the estimate. It was awarded to Lloyd companies. Legacy Park parking lot expansion is nearing completion. The curb and gutter are in, and the drive approach was widened. The parking lot is scheduled to be paved next week. Farm Field parking lot expansion is underway. The removals are done, grading is done, and they are currently working on the base. In the coming weeks the paving will be completed. Kearney also noted the Tomar Park improvements are substantially complete. Kearney also shared that the Sherman Park upper loop road was milled and overlaid and the project is complete. Finally, Kearney shared that the doors and windows are in at the McKennan Park Band Shell and that project is essentially complete.

**Items Added After the Agenda Deadline**

None.

**Reading of Communications to the Board**

None.

There being no further business, Weber made a motion to adjourn. Meeting adjourned.

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Secretary

Approved by:

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President



1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Date Adopted: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SIOUX FALLS, SD, DECLARING CERTAIN REAL PROPERTY OF THE CITY SURPLUS AND AUTHORIZING THE EXCHANGE OF CITY LAND AND EASEMENTS WITH THE SIOUX FALLS REGIONAL AIRPORT AUTHORITY.

BE IT ORDAINED BY THE CITY OF SIOUX FALLS, SD:

**Section 1.** Notwithstanding the provisions of SDCL Chapter 6-13, and pursuant to Section 2.12(7) of the City Charter, the City of Sioux Falls hereby declares the following property to be surplus property that is no longer necessary, useful, or suitable for the purpose for which it was acquired:

Tract 3 of Airport 4th Addition to the City of Sioux Falls, Minnehaha County, SD, containing 2.645 acres, more or less; and Avigation Easements, encumbering a total of 274.63 acres, more or less, as shown in Exhibit E of the "Agreement for Exchange of Property".

**Section 2.** That Sioux Falls Regional Airport Authority, a South Dakota corporation, owns property with the following legal description:

Tract 3, County Auditor's Subdivision of the SE1/4, Section 6-T101N-R49W of the 5<sup>th</sup> P.M., Minnehaha County, South Dakota, containing 16.4 acres, more or less; and Tract 2 of Airport 4th Addition to the City of Sioux Falls, Minnehaha County, SD, containing 39.157 acres, more or less; and Tract 1 of Airport 6th Addition to the City of Sioux Falls, Minnehaha County, SD, containing 9.37 acres, more or less;

**Section 3.** That it is in the City's interest to exchange real property owned by the City for real property owned by Sioux Falls Regional Airport Authority, a South Dakota corporation, in accordance with the provisions of SDCL Chapter 6-5-4.

**Section 4.** Appraisals of the City of Sioux Falls property prepared by Elwood & Martin Appraisals, LLC, by Scott Elwood, MAI, a person certified by the state to do fee appraisals, dated March 7, 2023, are recognized as the appraisals of the City properties, which are hereby made a part of this ordinance by reference and are on file with the City Clerk. The appraisals indicate a combined fee simple estate market value, and value of easements granted, for the properties as of March 7, 2023, totaling \$1,595,000.



**Section 5.** Appraisals of Sioux Falls Regional Airport Authority property prepared by Elwood & Martin Appraisals, LLC, by Scott Elwood, MAI, a person certified by the state to do fee appraisals, dated March 7, 2023, are recognized as the appraisals of these properties, which are hereby made a part of this ordinance by reference and are on file with the City Clerk. The appraisals indicate the fee simple estate market value of the properties as of March 7, 2023, totaling \$1,624,000.

**Section 6.** That it approves the document titled "Agreement for Exchange of Property". That said agreement is hereby made a part of this ordinance and is on file with the City Clerk.

**Section 7.** City of Sioux Falls and Sioux Falls Regional Airport Authority agree to a like kind exchange, as described in the document titled "Agreement for Exchange of Property".

**Section 8.** That the Mayor is authorized to sign the attached "Agreement for Exchange of Property" on behalf of the City, any and all documents necessary to make the transfer and conveyance of the above-described property between the City of Sioux Falls and Sioux Falls Regional Airport Authority, a South Dakota corporation, pursuant to and subject to all other conditions and terms and as set forth in the "Agreement for Exchange of Property."

**Section 9.** That the City shall publish this ordinance, without attachments, after its passage. The attachments are on file and available for inspection in the office of the City Clerk.

Date adopted: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

<b>CITY USE ONLY</b>		14
Agreement No. _____	Dept. No. and MOU	<u>22</u>
P.O. No. _____	Attorney	_____
CIP No. _____	Finance	_____
Project _____	City Engineer	_____

## AGREEMENT FOR EXCHANGE OF PROPERTY

This agreement is entered into between the City of Sioux Falls, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402 (the "City") and Sioux Falls Regional Airport Authority, Joe Foss Field, 2801 Jaycee Lane, Sioux Falls, SD 57104 (the "Airport").

WHEREAS, the City owns Tract 3 of Airport 4th Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the filed plat, thereof, containing 2.645 acres, more or less, (hereinafter Parcel 1) as shown on Exhibit A, attached hereto; and

WHEREAS, Airport owns Tract 3, County Auditor's Subdivision of the SE1/4, Section 6, T101N-R49W, according to the filed plat, thereof, containing 16.4 acres, more or less, AND Tract 2 of Airport 4th Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the filed plat, thereof, containing 39.157 acres, more or less, AND Tract 1 of Airport 6th Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the filed plat, thereof, containing 9.37 acres, more or less, located adjacent to City properties in the City of Sioux Falls, Minnehaha County, SD, (hereinafter Parcels 2, 3, and 4) as shown on Exhibits B, C, and D, attached hereto; and

WHEREAS, SDCL 6-5-4 authorizes the City to exchange City land for land owned by a private owner, and City will prepare an Ordinance and Notice of Hearing for public input for authorization of the exchange between City and Airport.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the City and Airport agree as follows:

1. Airport for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, Airport will transfer to City all of its right, title, and interest in Parcels 2, 3, and 4 to the City by warranty deeds.
2. The City for and in consideration of One Dollar (\$1.00) and other good and valuable considerations will transfer to Airport Authority all of its right, title, and interest in and to Parcel 1 by warranty deed.
3. All parties are represented by counsel and have been advised by their respective attorneys with respect to this agreement for exchange of property.
4. Getty Abstract & Title Company closing date will be on or before September 29, 2023, or upon the effective date of the Ordinance. City and Airport will share equally closing/escrow fees, title insurance policy costs, and the Minnehaha County Register of Deed's recording fees for deeds and avigation easement documents. City will prepare and provide warranty deeds and avigation easement documents. Airport will provide avigation easement exhibits and completed plats of Parcel 1, 3, and 4.



5. Airport shall pay all real estate taxes, if applicable, due and owing on the above-mentioned real estate to the date the real estate is transferred. The real estate shall be free of mortgages and liens on the date of transfer.
6. The real estate is exempt from transfer fee pursuant to SDCL § 43-4-22(2).
7. City and Airport will complete on or before the closing the Avigation Easement documents for Runway 3 and Runway 21 as per Exhibit E, attached to and made part of this exchange agreement.
8. City and Airport will complete at the closing Warranty Deeds with terms and conditions as per Exhibit F, attached to and made part of this exchange agreement.
9. The City and Airport shall exclusively rely on its own inspection of the real estate properties to be exchanged in proceeding with the transfer hereunder and not on any warranty or representation of City and Airport or any of its agents, it being understood that City and Airport makes no warranty or representation and that City and Airport takes and accepts the real estate "as is."
10. Subject to all easements, covenants, and restrictions of record.

IN WITNESS WHEREOF, the City and Airport have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

City of Sioux Falls, South Dakota

Sioux Falls Regional Airport Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

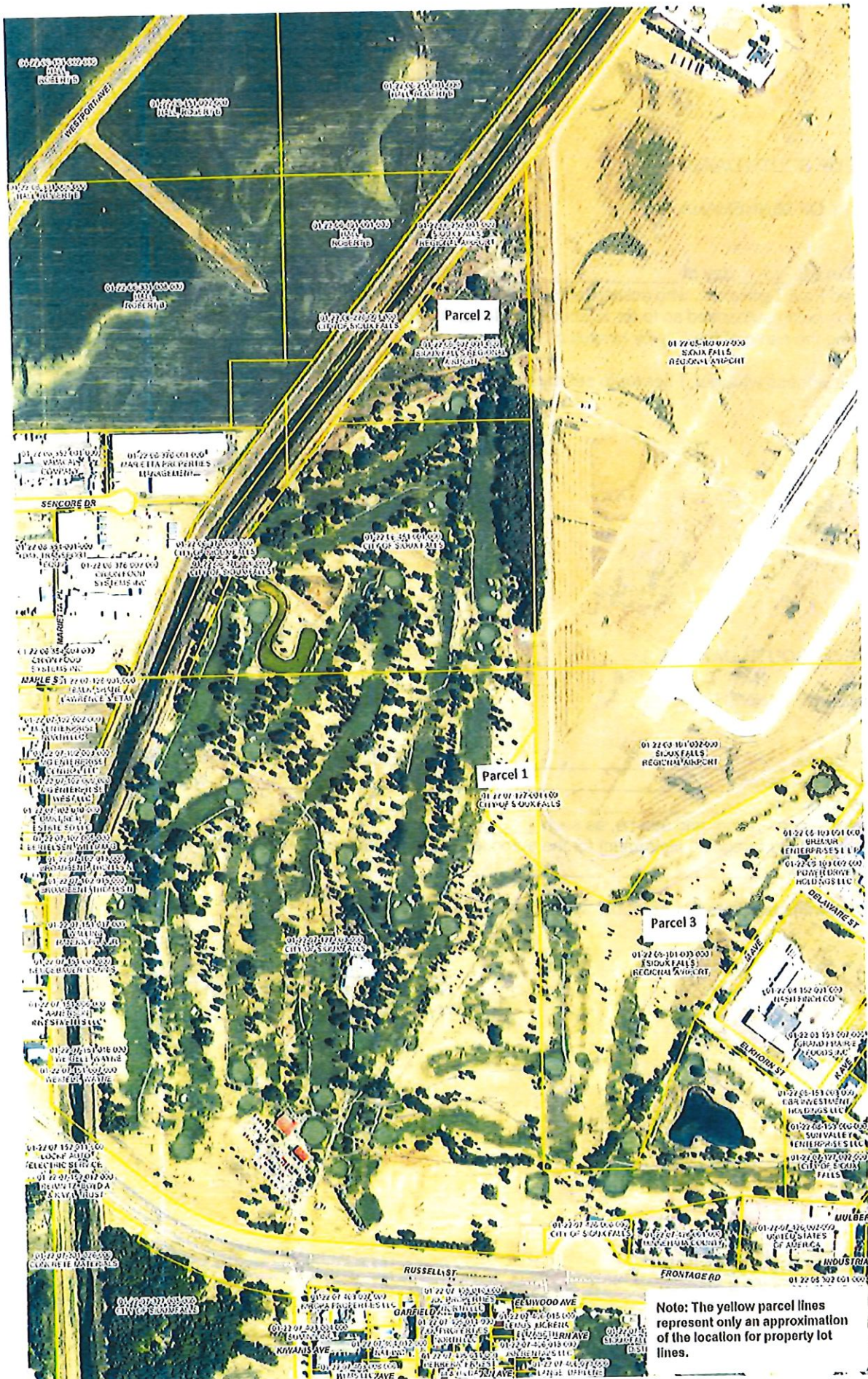
Attest:

\_\_\_\_\_  
City Clerk

*<Acknowledgements on following page>*

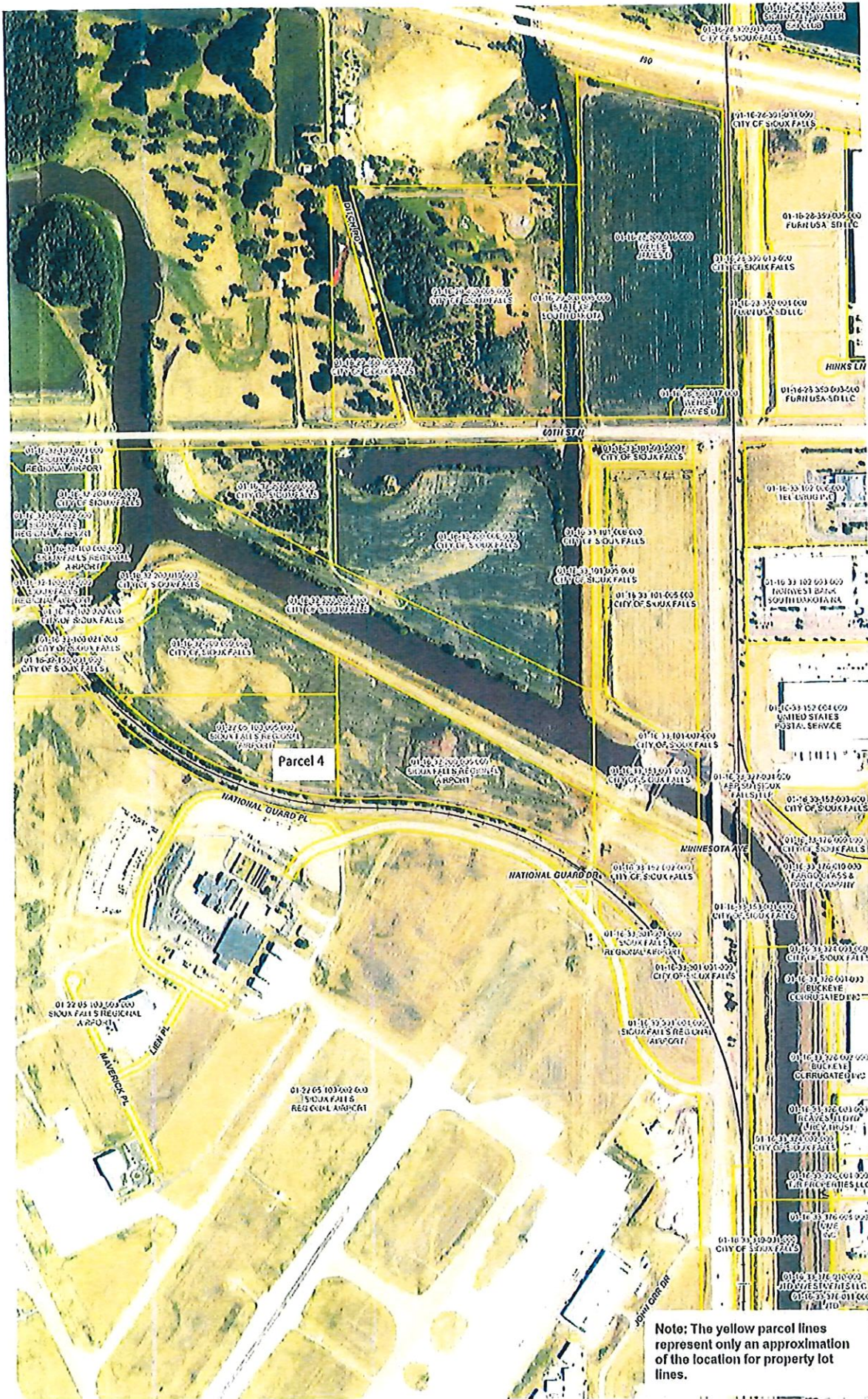






Note: The yellow parcel lines represent only an approximation of the location for property lot lines.





Parcel 4

Note: The yellow parcel lines represent only an approximation of the location for property lot lines.

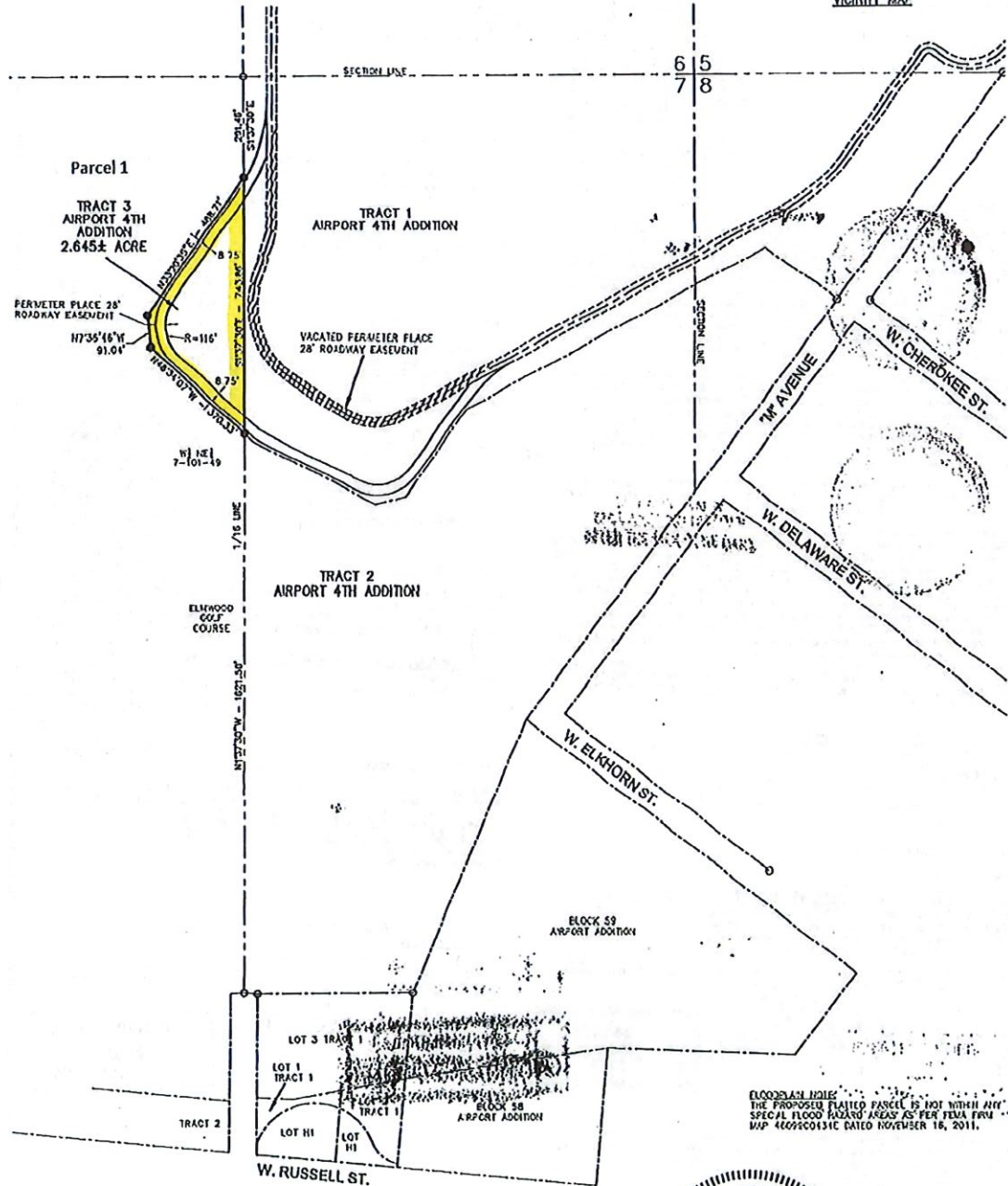
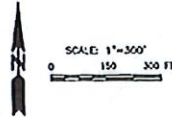


# Exhibit A

D 5-650  
M 10-418

# PLAT OF TRACT 3 OF AIRPORT 4TH ADDITION TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA

- LEGEND**
- 5/8" REBAR SET W/CAP 15168
  - FOUND PIN
  - LOT LINE
  - - - SECTION LINE
  - - - EXISTING PROPERTY LINE



FLOODPLAIN NOTES:  
THE PROPOSED PLATTED PARCEL IS NOT WITHIN ANY  
SPECIAL FLOOD HAZARD AREAS AS PER FEMA FIRMS  
MAP 46099C0131C DATED NOVEMBER 16, 2011.



Prepared By:  
Mark D. Wederrich, PE/LS  
Goldsmith Heck Engineers, Inc.  
524 N. Sycamore Ave., Suite 1  
Sioux Falls, SD 57110  
(605) 332-9685

NR  
*C. A. ...*



# PLAT OF TRACT 3 OF AIRPORT 4TH ADDITION TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA

**SURVEYOR'S CERTIFICATE**

I, Mark D. Wiederrich, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I did on or before this date, survey the parcels of land described as the NW/4 NE1/4 of Section 7 T101N-R49W of the 5th P.M., Minnehaha County, South Dakota, and divided and plotted the same into Tract 3 of Airport 4th Addition to the City of Sioux Falls, Minnehaha County, South Dakota, containing the areas as shown in the above plat. I further certify that the above parcel was surveyed by me or under my direct supervision and that the plat as shown is a true and accurate representation of that survey.

*Mark D. Wiederrich*  
Mark D. Wiederrich  
Registered Land Surveyor No. 5168



**OWNER'S CERTIFICATE**

I, Mike T. Huether, Mayor City of Sioux Falls, do hereby certify that I am the agent for the City of Sioux Falls, owner of all the land included in the above plat and that said plat has been made at our request and in accordance with our instructions for the purpose of transfer, and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations. At this time, the zoning of the lots plotted herein is as listed below and is subject to the Arterial Street Plotting Fee where applicable. The applicable Arterial Street Plotting Fee has been paid based on this zoning. Any future rezoning of these lots, which results in the lot or lots having a zoning classification with a higher per acre trip generator, will result in additional Arterial Street Plotting Fees pursuant to City ordinance.

I hereby dedicate to the public for public use forever, the streets, roads, and alleys, parks and public grounds, if any, as shown on the plat, including all sewers, culverts, bridges, water distribution lines, sidewalks and other improvements on or under the streets, roads, alleys, parks and public grounds whether such improvements are shown or not. I also hereby grant easements to run with the land for water, drainage, sewer, gas, electric, telephone, or other public utility lines or services under, on or over those strips of land designated hereon or previously recorded as easements.

I hereby waive any rights of protest to any special assessment program which may be initiated for the purpose of installation of improvements required by the Subdivision Ordinance of the City of Sioux Falls.

I further grant and certify that the roadway shown as Perimeter Place is a private roadway easement which is hereby reserved as a permanent unobstructed access. The street or road is for vehicular and pedestrian travel for the purpose of access to the abutting property. It is understood that the owner, their lessees and assignees, have the responsibility with respect to maintaining the private street or road. The grant is to run with the land and shall remain in effect until the street or road is accepted for public dedication. The owners, their lessees and assignees, of the property plotted as Tract 3 of Airport 4th Addition to the City of Sioux Falls, Minnehaha County, South Dakota, shall at their own cost and expense keep and preserve the private street or road of or times in a good condition of repair and maintenance, and clear of snow and other obstructions and neither erect nor permit erection of any improvements of any kind within the private street or road which might interfere in any way with the property maintenance, use, repair, reconstruction, and patrolling of the private street or road.

Dated this 26 day of Feb, 2014.

City of Sioux Falls

*Mike T. Huether*  
Mike T. Huether, Mayor

STATE OF SOUTH DAKOTA )

COUNTY OF MINNEHAHA )

On this 26 day of February, 2014, before me the undersigned officer, appeared Mike T. Huether who acknowledged himself to be the Mayor of Sioux Falls, owner of the described property and known to be the person whose name is subscribed to the within instrument and being authorized to do so, executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal this 26 day of February, 2014.

My Commission expires: 11/8/16

*Julie M. Wilson*  
Julie M. Wilson  
County Public  
Minnehaha County, South Dakota



**CITY ENGINEER'S CERTIFICATE**

I, Chad Hurre, City Engineer of the City of Sioux Falls, do hereby certify that the above Plat has been reviewed by me or my authorized agent and that this Plat is recommended for approval. Signed on this 26 day of February, 2014.

*Chad Hurre*  
Chad Hurre  
City Engineer,  
Sioux Falls, South Dakota

**CITY PLANNING COMMISSION CERTIFICATE**

Approval of the Plat of Tract 3 Airport 4th Addition is hereby granted by the City Planning Commission on the 4 day of March, 2014.

*[Signature]*  
Chair, City Planning Commission

**CITY DIRECTOR OF PLANNING AND BUILDING SERVICES CERTIFICATE**

I, Mike Cooper, Director of Planning and Building Services of the City of Sioux Falls, do hereby certify that the current zoning is as listed below and that this plat has been reviewed by me or my authorized agent and that this plat is recommended for approval.

Current Zoning Classification	Acres
RC	2.615

*Mike Cooper*  
Director of Planning and Building Services  
Sioux Falls, South Dakota

**MAYOR'S CERTIFICATE**

I, Mike Huether, Mayor of the City of Sioux Falls, do hereby certify that the above Plat has been approved by me or my authorized agent and that the City Clerk is hereby directed to certify the same thereon.  
Approved on this 5 day of March, 2014.

*Mike Huether*  
Mayor, City of Sioux Falls, South Dakota



**CITY CLERK CERTIFICATE**

I, Lorie Hogsloot, the duly appointed, qualified and acting City Clerk of the City of Sioux Falls, South Dakota, hereby certify that the certificates of approval are true and correct including the signatures thereon, and that any special assessments which are liens upon the land shown in the above Plat, as shown by the records in my office, on this 5 day of March, 2014, have been paid in full.

*Lorie Hogsloot*  
Asst. City Clerk Sioux Falls, South Dakota

**CITY APPROVAL IS  
NULL AND VOID 120 DAYS  
AFTER THE SIGNATURE DATE**



**COUNTY TREASURER'S CERTIFICATE**

I, Pam Nelson, Treasurer of Minnehaha County, South Dakota, do hereby certify that all taxes which are liens upon any land included in the above Plat, as shown by the records of my office, have been fully paid. Dated and signed on this March day of March, 2014.

*Pam Nelson*  
County Treasurer  
Minnehaha County, South Dakota



**DIRECTOR OF EQUALIZATION**

I, Kyle Helboeth, Director of Equalization of Minnehaha County, South Dakota, do hereby certify that a copy of the above plat has been filed at my office.

*Kyle Helboeth*  
Director of Equalization  
Minnehaha County, South Dakota

REGISTER OF DEEDS  
R404986  
Filed for record this 20 day of March, 2014; at 11:00 o'clock AM, and recorded in Book 76 of plats on page 16.

*Julie D. Sisty*  
Register of Deeds  
Minnehaha County, South Dakota



6090 (10/15)  
Goldsmith-Hark  
Sheet 2 of 2

## Exhibit B





SURVEYOR'S CERTIFICATE

I, R. E. Bragstad, Registered Land Surveyor of Minnehaha County, South Dakota, do hereby certify that I have platted several parcels of land situated in Section 32, Township 102 N-R 49 W, and in Sections 5, 6, 7 and 8, Township 101 N-R 49 W, in Minnehaha County, South Dakota as shown on the annexed plat bearing date of November 18, 1947. I further certify that said parcels of land shall hereafter be known and described as:

Tract 1, County Auditor's Subdivision of the SW $\frac{1}{4}$ , Section 32, Township 102 N-R 49 W

Tract 1, County Auditor's Subdivision of the SE $\frac{1}{4}$ , Section 32, Township 102 N-R 49 W

Tract 1, County Auditor's Subdivision of the NE $\frac{1}{4}$ , Section 5, Township 101 N-R 49 W

Tract 1, County Auditor's Subdivision of the SE $\frac{1}{4}$ , Section 5, Township 101 N-R 49 W

Tracts 1 and 2, County Auditor's Subdivision of the NW $\frac{1}{4}$ , Section 5, Township 101 N-R 49 W

Tracts 1 to 6 inclusive, County Auditor's Subdivision of the SW $\frac{1}{4}$ , Section 5, Township 101 N-R 49 W

Tract 1, County Auditor's Subdivision of the NE $\frac{1}{4}$ , Section 6, Township 101 N-R 49 W

Tracts 1 to 4, inclusive, County Auditor's Subdivision of the SE $\frac{1}{4}$ , Section 6, Township 101 N-R 49 W

Tract 1, County Auditor's Subdivision of the NE $\frac{1}{4}$ , Section 8, Township 101 N-R 49 W

Tracts 1 and 2, County Auditor's Subdivision of the NW $\frac{1}{4}$ , Section 8, Township 101 N-R 49 W

Tract 1, County Auditor's Subdivision of the NE $\frac{1}{4}$ , Section 7, Township 101 N-R 49 W

I further certify that the dimensions and locations of said Tracts are true and correct as shown on said plat and that the subdivisions were made at the request of Edwin Aker, County Auditor of Minnehaha County, South Dakota for purpose of transfer,

November 23, 1947

*R. E. Bragstad*  
Registered Land Surveyor

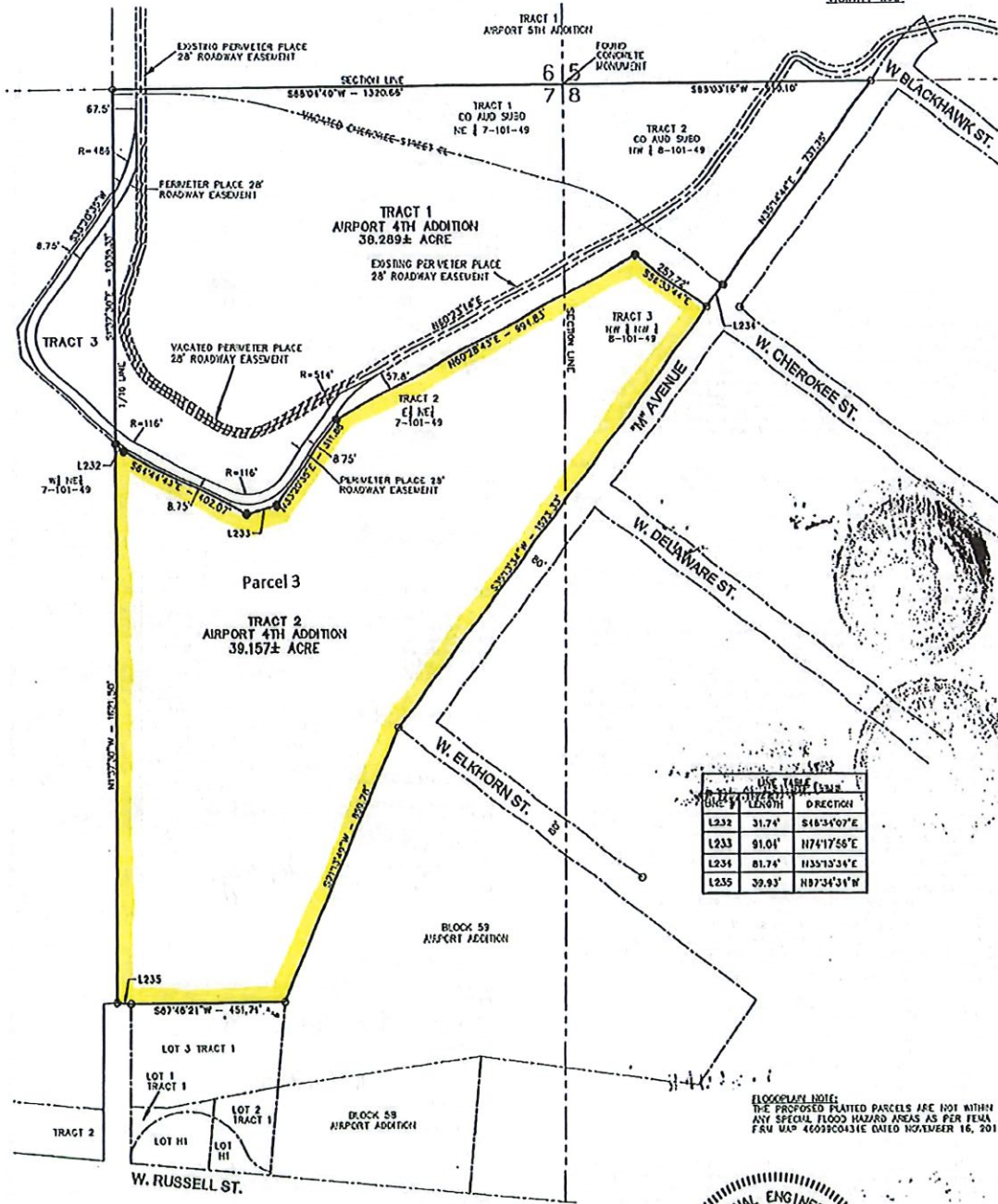
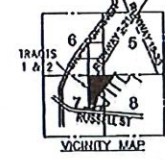
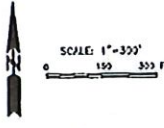


# Exhibit C

D 50650  
M 10-418

# PLAT OF TRACTS 1 & 2 OF AIRPORT 4TH ADDITION TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA

- LEGEND**
- 5/8" REBAR SET W/CAP #5163
  - FOUND PMI
  - LOT LINE
  - - - SECTION LINE
  - - - EXISTING PROPERTY LINE



LINE	LENGTH	DIRECTION
L232	31.74'	S48°34'07\"E
L233	91.01'	N74°17'58\"E
L234	81.74'	N35°13'34\"E
L235	39.93'	N87°34'31\"N

**FLOODPLAIN NOTE:**  
THE PROPOSED PLATTED PARCELS ARE NOT WITHIN ANY SPECIAL FLOOD HAZARD AREAS AS PER FEMA FIRM MAP 460590031E DATED NOVEMBER 16, 2011.

Prepared By:  
Mark D. Wiederrich, PE/LS  
Goldsmith Hack Engineers, Inc.  
524 N. Sycamore Ave., Suite 1  
Sioux Falls, SD 57110  
(605) 332-9685

PLATTED FOR  
RECORD IN THE CITY OF SIOUX FALLS  
MINNEHAHA COUNTY, SOUTH DAKOTA  
DATE: 2-11-14  
BY: *C. Schubert*





# PLAT OF TRACTS 1 & 2 OF AIRPORT 4TH ADDITION TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA

**SURVEYOR'S CERTIFICATE**

I, Mark D. Wiederrich, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I did on or before this date, survey the parcels of land described as Tract 1 County Auditor's Subdivision in the NE1/4 of Section 7-1101N-R49W, Tract 2 of the E1/2 NE1/4 of Section 7-1101N-R49W, Tract 2 of County Auditor's Subdivision in the NW1/4 Section 8-1101N-R49W, and Tract 3 of the NW1/4 NW1/4 of Section 8-1101N-R49W, all in Minnehaha County, South Dakota, and divided and platted the same into Tracts 1 and 2 of Airport 4th Addition to the City of Sioux Falls, Minnehaha County, South Dakota, containing the areas as shown in the above plat. I further certify that the above parcel was surveyed by me or under my direct supervision and that the plat as shown is a true and accurate representation of that survey.

*Mark D. Wiederrich*  
 Mark D. Wiederrich  
 Registered Land Surveyor No. 5168



**CITY ENGINEER'S CERTIFICATE**

I, Chad Huxie, City Engineer of the City of Sioux Falls, do hereby certify that the above Plat has been reviewed by me or my authorized agent and that this Plat is recommended for approval. Signed on this 27 day of March 2014.

*Chad Huxie*  
 City Engineer,  
 Sioux Falls, South Dakota

**CITY PLANNING COMMISSION CERTIFICATE**

Approval of the Plat of Tracts 1 & 2 Airport 4th Addition is hereby granted by the City Planning Commission on the 27 day of March 2014.

*[Signature]*  
 Chair, City Planning Commission

**CITY DIRECTOR OF PLANNING AND BUILDING SERVICES CERTIFICATE**

I, Mike Cooper, Director of Planning and Building Services of the City of Sioux Falls, do hereby certify that the current zoning is as listed below and that this plat has been reviewed by me or my authorized agent and that this plat is recommended for approval.

Current Zoning Classification	Acres
AP	18.314
RC	61.144

*[Signature]*  
 City Director of Planning and Building Services  
 Sioux Falls, South Dakota

**OWNER'S CERTIFICATE**

I, Don Letellier, Executive Director Sioux Falls Regional Airport, do hereby certify that the Sioux Falls Airport Authority is the owner of all the land included in the above plat and that said plat has been made at our request and in accordance with our instructions for the purpose of transfer, and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations. At this time, the zoning of the lots platted herein is as listed below and is subject to the Arterial Street Platting Fee where applicable. The applicable Arterial Street Platting Fee has been paid based on this zoning. Any future rezoning of these lots, which results in the lot or lots having a zoning classification with a higher per acre trip generator, will result in additional Arterial Street Platting Fees pursuant to City ordinance.

I hereby dedicate to the public for public use forever, the streets, roads, and alleys, parks and public grounds, if any, as shown on the plat, including all sewers, culverts, bridges, water distribution lines, sidewalks and other improvements on or under the streets, roads, alleys, parks and public grounds whether such improvements are shown or not. I also hereby grant easements to run with the land for water, drainage, sewer, gas, electric, telephone, or other public utility lines or services under, on or over those strips of land designated hereon or previously recorded as easements.

I hereby waive any rights of protest to any special assessment program which may be initiated for the purpose of installation of improvements required by the Subdivision Ordinance of the City of Sioux Falls.

I further grant and certify that the roadway shown as Perimeter Place is a private roadway easement which is hereby reserved as a permanent unobstructed access. The street or road is for vehicular and pedestrian travel for the purpose of access to the abutting property. It is understood that the owner, their lessees and assignees, have the responsibility with respect to maintaining the private street or road. The grant is to run with the land and shall remain in effect until the street or road is accepted for public declaration. The owners, their lessees and assignees, of the property platted as Tract 1 of Airport 4th Addition to the City of Sioux Falls, Minnehaha County, South Dakota, shall at their own cost and expense keep and preserve the private street or road at all times in a good condition of repair and maintenance, and clear of snow and other obstructions and neither erect nor permit erection of any improvements of any kind within the private street or road which might interfere in any way with the property maintenance, use, repair, reconstruction, and policing of the private street or road.

I do hereby certify that this replat will not place any existing lot or building in violation of any applicable ordinance, code, regulation, law including but not limited to zoning, building, subdivision, and flood prevention.

I further certify that this platting of the described Lots 1 & 2 of Airport 4th Addition to the City of Sioux Falls, Minnehaha County, South Dakota does hereby vacate the following platting:

- Tract 2 E1/2 NE1/4 Sec. 7-1101N-R49W and
- Tract 3 NW1/4 NW1/4 Sec. 8-1101N-R49W, on file at the Register of Deeds office in Book of Plats 20, Page 105, and
- Tract 1 County Auditor's Subdivision NE1/4 Sec. 7-1101N-R49W and
- Tract 2 County Auditor's Subdivision NW1/4 Sec. 8-1101N-R49W, on file at the Register of Deeds office in Book of Plats 13, Page 87 hereby vacated, being situated within described Tracts 1 & 2 of Airport 4th Addition to the City of Sioux Falls, Minnehaha County, South Dakota as surveyed.

Dated this 18 day of February 2014.

Sioux Falls Regional Airport Authority  
*Julie Schnaible*  
 Julie Schnaible, Chairman

STATE OF SOUTH DAKOTA )  
 COUNTY OF MINNEHAHA )

On this 18 day of February, 2014, before me the undersigned officer, appeared Julie Schnaible, who acknowledged herself to be the Chairman of the Sioux Falls Regional Airport Authority, owner representative of the described property and known to be the person whose name is subscribed to the within instrument and being authorized to do so, executed the same for the purposes therein contained.

Witness my hand and official seal this 18th day of February, 2014.

My Commission Expires: 11-26-2011  
*Dawn Carlson*  
 Dawn Carlson  
 Notary Public  
 Minnehaha County, South Dakota



**MAYOR'S CERTIFICATE**

I, Mike Huelster, Mayor of the City of Sioux Falls, do hereby certify that the above Plat has been approved by me or my authorized agent and that the City Clerk is hereby directed to certify the same thereon. Approved on this 5 day of March 2014.

*[Signature]*  
 Mayor, City of Sioux Falls, South Dakota

**CITY CLERK CERTIFICATE**

I, Lorie Hogstad, the duly appointed, qualified and acting City Clerk of the City of Sioux Falls, South Dakota, hereby certify that the certificate of approval is true and correct including the signatures thereon, and that only the assessments which are liens upon the land shown in the above Plat, as shown by the records in my office, on this 5 day of March 2014, have been paid in full.

*[Signature]*  
 City Clerk Sioux Falls, South Dakota

**CITY APPROVAL IS  
 NULL AND VOID 120 DAYS  
 AFTER THE SIGNATURE DATE**

**COUNTY TREASURER'S CERTIFICATE**

I, Pam Nelson, Treasurer of Minnehaha County, South Dakota, do hereby certify that all taxes which are liens upon any land included in the above plat, as shown by the records of my office, have been fully paid. Dated this 18 day of March 2014.

*[Signature]*  
 Pam Nelson - Deputy  
 County Treasurer  
 Minnehaha County, South Dakota

**DIRECTOR OF EQUALIZATION**

I, Kyle Helseth, Director of Equalization of Minnehaha County, South Dakota, do hereby certify that a copy of the above plat has been filed in my office.

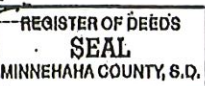
*[Signature]*  
 Kyle Helseth MH  
 Director of Equalization  
 Minnehaha County, South Dakota

R404985

**REGISTER OF DEEDS**

Fees for record this 20 day of March 2014; at 11:05 o'clock AM, and recorded in Book 26 of plats on page 75.

*[Signature]*  
 Julie D. Riety  
 Register of Deeds  
 Minnehaha County, South Dakota



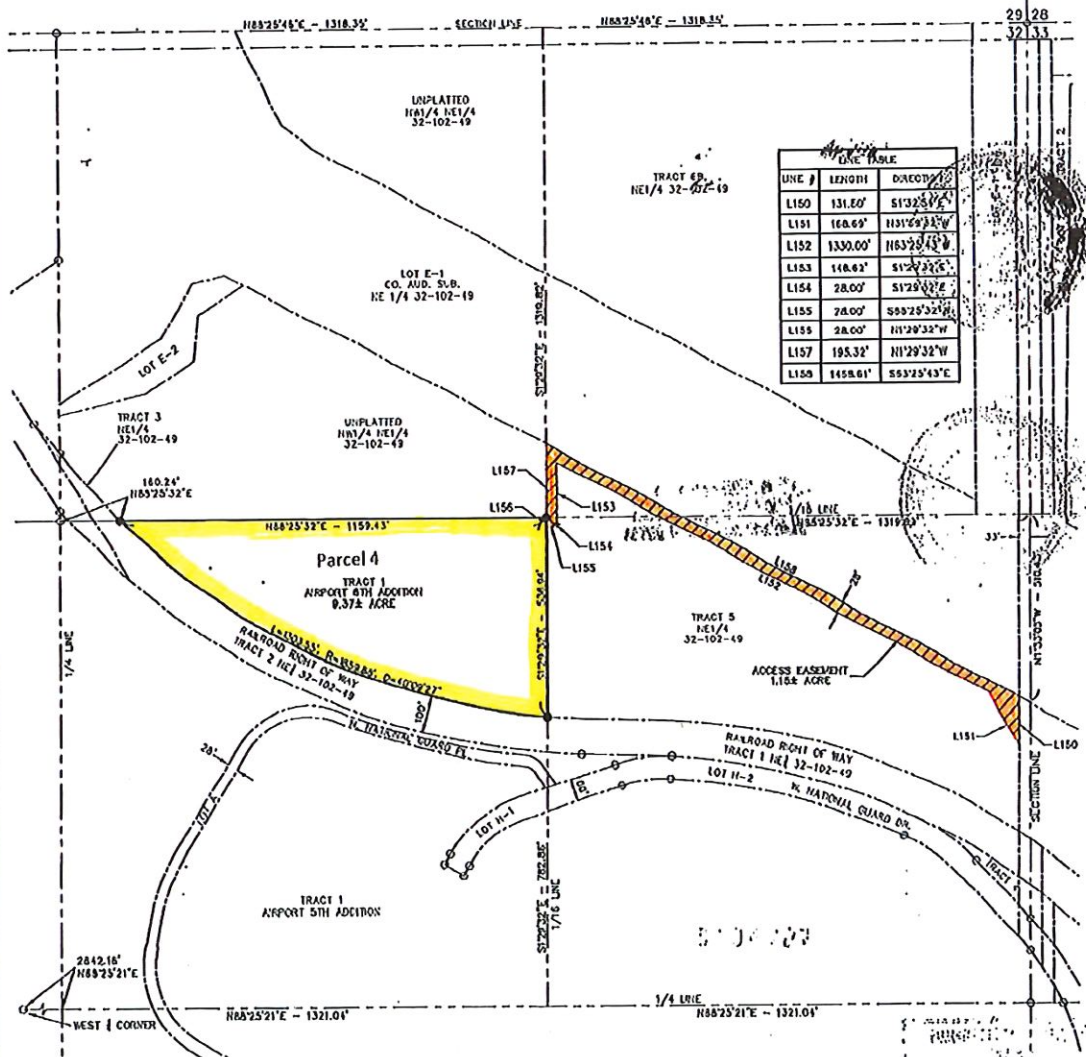
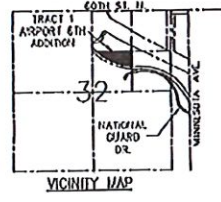


# Exhibit D

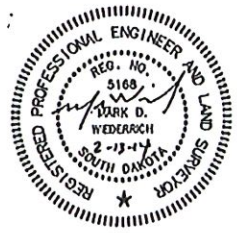
D 5-650  
M 10-48

# PLAT OF TRACT 1 OF AIRPORT 6TH ADDITION TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA

- LEGEND**
- 5/8" REBAR SET W/CAP 15163
  - FOUND PIN
  - LOT LINE
  - - - SECTION LINE
  - - - - - EXISTING PROPERTY LINE



LINE #	LENGTH	DIRECTION
L150	131.60'	S13°28'32\"/>
L151	168.69'	N31°09'33\"/>
L152	1330.00'	N83°28'43\"/>
L153	148.62'	S1°29'32\"/>
L154	28.00'	S1°29'32\"/>
L155	74.00'	S89°25'32\"/>
L156	28.00'	N1°29'32\"/>
L157	193.32'	N1°29'32\"/>
L158	1458.61'	S83°25'43\"/>



APPROVED  
BY: *NR*  
*C. Weber*

Prepared By:  
Mark D. Wiederrich, PE/LS  
Goldsmith Heck Engineers, Inc.  
524 N. Sycamore Ave., Suite 1  
Sioux Falls, SD 57110  
(605) 332-9685

FLOOD HAZARD: THE PROPOSED PLATTED PARCEL IS NOT WITHIN ANY SPECIAL FLOOD HAZARD AREAS AS PER FEMA FIRM MAP 10015C0151E DATED NOVEMBER 16, 2011.



# PLAT OF TRACT 1 OF AIRPORT 6TH ADDITION TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA

**SURVEYOR'S CERTIFICATE**

I, Mark D. Wederich, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I did on or before this date, survey the parcel of land described as a portion of the SW 1/4 NE 1/4 of Section 32-T102N-R49W of the 5th P.M., Minnehaha County, South Dakota, and divided and platted the same into Tract 1 of Airport 6th Addition to the City of Sioux Falls, Minnehaha County, South Dakota, containing the areas as shown in the above plat. I further certify that the above parcel was surveyed by me or under my direct supervision and that the plot as shown is a true and accurate representation of that survey.

*Mark D. Wederich* 2-11-14  
 Mark D. Wederich  
 Registered Land Surveyor No. 5168



**OWNER'S CERTIFICATE**

I, Don Letellier, Executive Director Sioux Falls Regional Airport, do hereby certify that the Sioux Falls Regional Airport Authority is the owner of all the land included in the above plat and that said plat has been made at our request and in accordance with our instructions for the purpose of transfer, and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations. At this time, the zoning of the lots platted herein is as listed below and is subject to the Arterial Street Platting Fee where applicable. The applicable Arterial Street Platting Fee has been paid based on this zoning. Any future rezoning of these lots, which results in the lot or lots having a zoning classification with a higher per acre trip generator, will result in additional Arterial Street Platting Fees pursuant to City ordinance.

I hereby dedicate to the public for public use forever, the streets, roads, and alleys, parks and public grounds, if any, as shown on the plat, including all sewers, culverts, bridges, water distribution lines, sidewalks and other improvements on or under the streets, roads, alleys, parks and public grounds whether such improvements are shown or not. I also hereby grant easements to run with the land for water, drainage, sewer, gas, electric, telephone, or other public utility lines or services under, on or over those strips of land designated hereon or previously recorded as easements.

I hereby waive any rights of protest to any special assessment program which may be initiated for the purpose of installation of improvements required by the Subdivision Ordinance of the City of Sioux Falls.

Dated this 16 day of February, 2014.

Sioux Falls Regional Airport Authority  
*Julie Schnobele*  
 Julie Schnobele, Chairman

STATE OF SOUTH DAKOTA )  
 COUNTY OF MINNEHAHA )

On this 18 day of February, 2014, before me the undersigned officer, appeared Julie Schnobele, who acknowledged herself to be the Chairman of the Sioux Falls Regional Airport Authority, owner representative of the described property and known to be the person whose name is subscribed to the within instrument and being authorized to do so, executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal  
 this 18 day of February, 2014.

*Don Letellier*  
 Don Letellier  
 Executive Director  
 Sioux Falls Regional Airport Authority  
 Sioux Falls, South Dakota

**CITY ENGINEER'S CERTIFICATE**

I, Chad Huve, City Engineer of the City of Sioux Falls, do hereby certify that the above plat has been reviewed by me or my authorized agent and that this Plat is recommended for approval. Signed on this 12 day of February, 2014.

*Chad Huve*  
 Chad Huve  
 City Engineer  
 Sioux Falls, South Dakota

**CITY PLANNING COMMISSION CERTIFICATE**

Approval of the Plat of Tract 1 Airport 6th Addition is hereby granted by the City Planning Commission on the 11 day of March, 2014.

*Julie D. Binsty*  
 Julie D. Binsty  
 City Planning Commission

**CITY DIRECTOR OF PLANNING AND BUILDING SERVICES CERTIFICATE**

I, Mike Cooper, Director of Planning and Building Services of the City of Sioux Falls, do hereby certify that the current zoning is as listed below and that this plat has been reviewed by me or my authorized agent and that this plat is recommended for approval.

Current Zoning Classification	Acres
RC	9.37

*Mike Cooper*  
 Mike Cooper  
 City Director of Planning and Building Services  
 Sioux Falls, South Dakota

**MAYOR'S CERTIFICATE**

I, Mike Huether, Mayor of the City of Sioux Falls, do hereby certify that the above Plat has been approved by me or my authorized agent and that the City Clerk is hereby directed to certify the same. Approved on this 5 day of March, 2014.

*Mike Huether*  
 Mike Huether  
 Mayor, City of Sioux Falls, South Dakota

**CITY CLERK CERTIFICATE**

I, Lerie Hogstad, the duly appointed, qualified and acting City Clerk of the City of Sioux Falls, South Dakota, hereby certify that the certificates of approval are true and correct including the signatures thereon, and that any special assessments which are liens upon the land shown in the above Plat, as shown by the records in my office, on this 5 day of March, 2014, have been paid in full.

*Lerie Hogstad*  
 Lerie Hogstad  
 City Clerk, Sioux Falls, South Dakota

**CITY APPROVAL IN FULL AND VOID 180 DAYS AFTER THE SIGNATURE DATE**

**COUNTY TREASURER'S CERTIFICATE**

I, Penn Nelson, Treasurer of Minnehaha County, South Dakota, do hereby certify that all taxes which are liens upon any land included in the above plat as shown by the records of my office, have been fully paid. Dated this 19 day of March, 2014.

*Norma Erickson*  
 Norma Erickson  
 County Treasurer  
 Minnehaha County, South Dakota

**DIRECTOR OF EQUALIZATION**

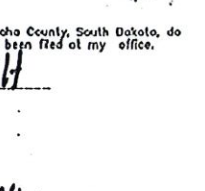
I, Kyle Helsoach, Director of Equalization of Minnehaha County, South Dakota, do hereby certify that a copy of the above plat has been filed at my office.

*Kyle Helsoach*  
 Kyle Helsoach  
 Director of Equalization  
 Minnehaha County, South Dakota

REGISTER OF DEEDS **B404987**

Filed for record this 20 day of March, 2014, at 11:30 o'clock AM, and recorded in Book 76 of plats on page 47.

*Julie D. Binsty*  
 Julie D. Binsty  
 Register of Deeds  
 Minnehaha County, South Dakota



# Exhibit E



DOCUMENT PREPARED BY  
DUANE C. ANDERSON of  
Christopherson, Anderson, Paulson & Fideler, L.L.P.  
426 E 8<sup>th</sup> Street  
Sioux Falls, SD 57103  
(605) 679-6745

**AVIGATION EASEMENT**  
(For Properties Inside and Outside the Runway Protection Zone)

**THIS INDENTURE** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between **CITY OF SIOUX FALLS** whose address is 231 N Dakota Avenue, Sioux Falls, South Dakota 57104 (“GRANTOR”), and **SIOUX FALLS REGIONAL AIRPORT AUTHORITY** whose address is 2801 Jaycee Lane, Sioux Falls, South Dakota 57104 (“GRANTEE”).

**WHEREAS**, the GRANTEE is the owner and operator of Joe Foss Field, the Airport (“AIRPORT”), situated in Minnehaha County, South Dakota, and in close proximity to the GRANTOR’s property, as described below, and the GRANTEE desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the AIRPORT.

**NOW THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the GRANTOR grants, bargains, sells and conveys to the GRANTEE, its successors and assigns, for the benefit of the general public at large, an easement and right-of-way for the free, unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across those parts of the GRANTOR’s land containing \_\_\_\_\_ acres of land within the boundary described as follows:

(See Attached Property Descriptions – separate inside RPZ and outside RPZ descriptions)

provided, however, that the air space in which that easement and right-of-way is granted shall be that which lies above the heights described and depicted on the attached **Exhibit A**, which is incorporated by reference.

The GRANTEE and its successors and assigns are to have and to hold that easement and all rights appertaining to it until the AIRPORT is abandoned and no longer used for airport purposes.

In furtherance of this easement and right-of-way, the GRANTOR, for the consideration recited above, grants and conveys to the GRANTEE, its successors and assigns, **for all properties inside and outside of any Runway Protection Zones:**

- (a) a continuing right to keep the air space above the heights described and depicted on Exhibit A clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature which now extend, or which may at any time in the future extend, above those heights;
- (b) a continuing right, at the GRANTEE’s option, to remove to ground level any or all natural growths which extend on the above property above the heights described and depicted on the attached Exhibit A to extent such action is



needed. The GRANTEE may determine such action is needed because the GRANTEE in the GRANTEE's sole discretion finds (i) trimming is unsafe or not reasonably possible, (ii) the species of the tree or other natural growth is too fast growing, or (iii) trimming would have a reasonable probability of killing the tree or other natural growth or causing it to be too susceptible to disease;

- (c) The GRANTEE shall have the right of ingress to, egress from, and passage over the GRANTOR's land described above for the purpose of removing obstructions. Except in cases of imminent danger to health, safety or welfare, the GRANTEE shall provide the property owner at least 20 days advance written notice of its use of this right.

In addition, for the consideration recited above, the GRANTOR covenants, both on the GRANTOR's own behalf and on behalf of the GRANTOR's heirs, executors, administrators and assigns, for and during the life of this easement, as follows:

- (1) The GRANTOR shall not construct nor permit nor suffer to remain upon the GRANTOR's land any present or future obstruction that extends above the heights described and depicted on the attached Exhibit A drawings. Provided, however, that any removal or trimming of trees or other natural growth on the GRANTOR's land as described above which extends above the heights set forth in the Exhibit A drawings shall be conducted by the GRANTOR or the GRANTOR's agents and at no cost to the GRANTEE. This easement prohibits any ground structures, natural growth, storage of equipment, vehicles or aircraft, flammable material storage facilities, or activities which encourage the congregation of people or create an incompatible use in any Runway Protections Zones as referenced in paragraph (5) of this easement.
- (2) The GRANTOR shall not use nor permit nor suffer use of the GRANTOR's land described above in such a manner as to create electrical interference with radio communication between the installation upon the AIRPORT and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to result in glare in the eyes of fliers using the AIRPORT, or as to impair visibility in the vicinity of the AIRPORT, or as otherwise to endanger the landing, taking-off or maneuvering of aircraft.
- (3) There is reserved to the GRANTEE, its successors and assigns for the use and the right to cause in said air space such noise, vibration, fumes, dust and fuel particulates, as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in air, using said air space for landing at, taking off from, or operating on the AIRPORT;
- (4) The GRANTOR shall not use nor permit, nor suffer use of the GRANTOR's land described above for land fills, open dumps, waste disposal sites, etc., storm water retention ponds, creation of new wetlands, crops that would attract or sustain hazard bird movements, or any use that would be incompatible with the maintenance and operation of the AIRPORT.
- (5) **FOR PROPERTIES THAT LIE INSIDE THE RUNWAY PROTECTION ZONE ONLY AS DESCRIBED AND IDENTIFIED ON THE ATTACHED EXHIBIT A:** The GRANTOR shall not use nor permit construction on the GRANTOR's land described above, any structure that is a hazard to the general public or air navigation including the construction of new residences, fuel handling and storage facilities, smoke-generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.



These covenants shall run with the GRANTOR's land described above, for the benefit of the GRANTEE and its successors and assigns in the ownership and operation of the AIRPORT.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023:

PRINTED NAME

SIGNATURE

CITY OF SIOUX FALLS

By: \_\_\_\_\_

Its \_\_\_\_\_

SIOUX FALLS REGIONAL

AIRPORT AUTHORITY

By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF SOUTH DAKOTA )  
                                          : SS  
COUNTY OF MINNEHAHA )

CORPORATE ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared Mayor Paul TenHaken, who acknowledged himself to be the Mayor of the CITY OF SIOUX FALLS, a corporation, and that he, as Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

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

(SEAL)

\_\_\_\_\_  
Notary Public, South Dakota  
My commission expires:

STATE OF SOUTH DAKOTA )  
                                          : SS  
COUNTY OF MINNEHAHA )

CORPORATE ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of the SIOUX FALLS REGIONAL AIRPORT AUTHORITY, a corporation, and that he/she as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

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

(SEAL)

\_\_\_\_\_  
Notary Public, South Dakota  
My commission expires:

Parcel No.: \_\_\_\_\_ Name: \_\_\_\_\_ Project No.: \_\_\_\_\_

PROPERTY DESCRIPTION:

ENTIRE EASEMENT DESCRIPTIONS (INSIDE AND OUTSIDE RPZ):

Runway 3 (South End)

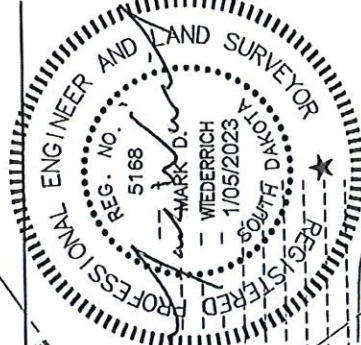
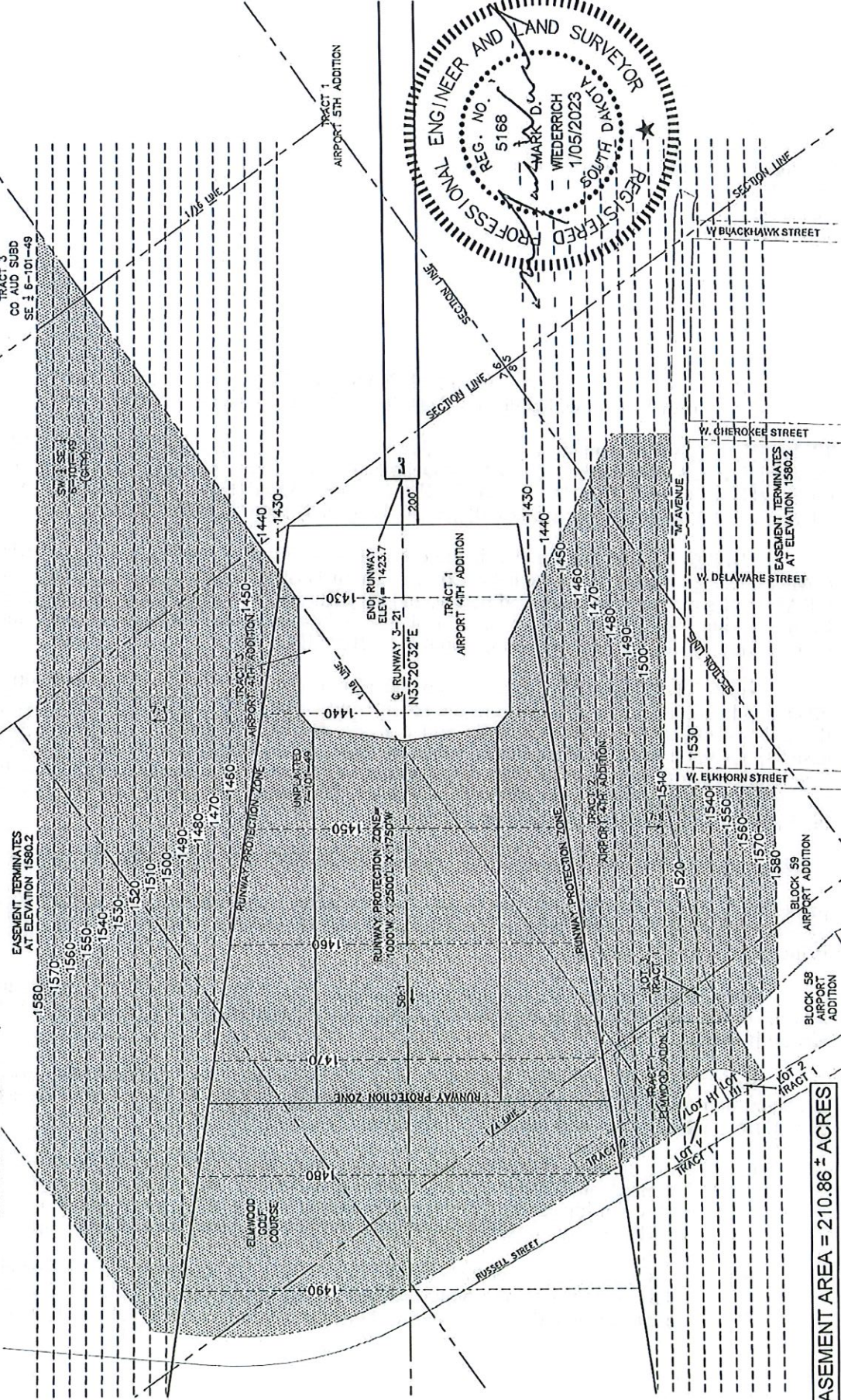
- Block 59 Airport Addition to the City of Sioux Falls, Minnehaha County, South Dakota
- Unplatted portion of the SW1/4 SE1/4 of Section 6, Township 101 North, Range 49 West of the 5<sup>th</sup> Principal Meridian, Minnehaha County, South Dakota
- Unplatted portion of Section 7, Township 101 North, Range 49 West of the 5<sup>th</sup> Principal Meridian, Minnehaha County, South Dakota
- Lots 1, 2 & 3 of Tract 1 of the NE1/4 SE1/4 of Section 7, Township 101 North, Range 49 West of the 5<sup>th</sup> Principal Meridian, Minnehaha County, South Dakota
- Tract 2 of the NW1/4 SE1/4 of Section 7, Township 101 North, Range 49 West of the 5<sup>th</sup> Principal Meridian, Minnehaha County, South Dakota
- Tract 2 of Airport Fourth Addition to the City of Sioux Falls, Minnehaha County, South Dakota
- Tract 1 of Elmwood Addition to the City of Sioux Falls, Minnehaha County, South Dakota
- Tract 3 of County Auditor's Subdivision of the SE1/4 of Section 6, Township 101 North, Range 49 West of the 5<sup>th</sup> Principal Meridian, Minnehaha County, South Dakota



# EXHIBIT A

TRACT 2 AIRPORT 4TH ADDITION, BLOCK 59 AIRPORT ADDITION, LOTS 1, 2, & 3 TRACT 1 OF THE NE1/4 OF SECTION 7,  
TRACT 2 OF THE NW1/4 OF SECTION 7, TRACT 1 OF ELMWOOD ADDITION, TRACT 3 OF COUNTY AUDITOR'S SUBDIVISION  
OF THE SE1/4 OF SECTION 6, UNPLATTED AREA OF THE SW1/4 OF SECTION 6, AND UNPLATTED AREA IN SECTION 7,  
TOWNSHIP 101 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN, MINNEHAHA COUNTY, SOUTH DAKOTA

SCALE: 1" = 600'



EASEMENT AREA = 210.86 ± ACRES

- - - 1500' - - - = AIRSPACE EASEMENT SURFACE CONTOURS
- [Hatched Box] = AVIGATION EASEMENT

DR:	DATE
STZ	01/05/23
DSSN: MDW	01/05/23
APPR: MDW	01/05/23



**SIoux FALLS REGIONAL AIRPORT**  
**SIoux FALLS, SOUTH DAKOTA**  
EXHIBIT A - AVIGATION EASEMENT

File Name:	Plans and Easements_17.dwg
Project No.:	2005 00218_0nCallServices
Sheet No.:	1 of 1



DOCUMENT PREPARED BY  
DUANE C. ANDERSON of  
Christopherson, Anderson, Paulson & Fidler, L.L.P.  
426 E 8<sup>th</sup> Street  
Sioux Falls, SD 57103  
(605) 679-6745

**AVIGATION EASEMENT**  
(For Properties Inside and Outside the Runway Protection Zone)

**THIS INDENTURE** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between **CITY OF SIOUX FALLS** whose address is 231 N Dakota Avenue, Sioux Falls, South Dakota 57104 ("GRANTOR"), and **SIOUX FALLS REGIONAL AIRPORT AUTHORITY** whose address is 2801 Jaycee Lane, Sioux Falls, South Dakota 57104 ("GRANTEE").

**WHEREAS**, the GRANTEE is the owner and operator of Joe Foss Field, the Airport ("AIRPORT"), situated in Minnehaha County, South Dakota, and in close proximity to the GRANTOR's property, as described below, and the GRANTEE desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the AIRPORT.

**NOW THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the GRANTOR grants, bargains, sells and conveys to the GRANTEE, its successors and assigns, for the benefit of the general public at large, an easement and right-of-way for the free, unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across those parts of the GRANTOR's land containing \_\_\_\_\_ acres of land within the boundary described as follows:

(See Attached Property Descriptions – separate inside RPZ and outside RPZ descriptions)

provided, however, that the air space in which that easement and right-of-way is granted shall be that which lies above the heights described and depicted on the attached Exhibit A, which is incorporated by reference.

The GRANTEE and its successors and assigns are to have and to hold that easement and all rights appertaining to it until the AIRPORT is abandoned and no longer used for airport purposes.

In furtherance of this easement and right-of-way, the GRANTOR, for the consideration recited above, grants and conveys to the GRANTEE, its successors and assigns, for all properties inside and outside of any Runway Protection Zones:

- (a) a continuing right to keep the air space above the heights described and depicted on Exhibit A clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature which now extend, or which may at any time in the future extend, above those heights;
- (b) a continuing right, at the GRANTEE's option, to remove to ground level any or all natural growths which extend on the above property above the heights described and depicted on the attached Exhibit A to extent such action is



needed. The GRANTEE may determine such action is needed because the GRANTEE in the GRANTEE's sole discretion finds (i) trimming is unsafe or not reasonably possible, (ii) the species of the tree or other natural growth is too fast growing, or (iii) trimming would have a reasonable probability of killing the tree or other natural growth or causing it to be too susceptible to disease;

- (c) The GRANTEE shall have the right of ingress to, egress from, and passage over the GRANTOR's land described above for the purpose of removing obstructions. Except in cases of imminent danger to health, safety or welfare, the GRANTEE shall provide the property owner at least 20 days advance written notice of its use of this right.

In addition, for the consideration recited above, the GRANTOR covenants, both on the GRANTOR's own behalf and on behalf of the GRANTOR's heirs, executors, administrators and assigns, for and during the life of this easement, as follows:

- (1) The GRANTOR shall not construct nor permit nor suffer to remain upon the GRANTOR's land any present or future obstruction that extends above the heights described and depicted on the attached Exhibit A drawings. Provided, however, that any removal or trimming of trees or other natural growth on the GRANTOR's land as described above which extends above the heights set forth in the Exhibit A drawings shall be conducted by the GRANTOR or the GRANTOR's agents and at no cost to the GRANTEE. This easement prohibits any ground structures, natural growth, storage of equipment, vehicles or aircraft, flammable material storage facilities, or activities which encourage the congregation of people or create an incompatible use in any Runway Protections Zones as referenced in paragraph (5) of this easement.
- (2) The GRANTOR shall not use nor permit nor suffer use of the GRANTOR's land described above in such a manner as to create electrical interference with radio communication between the installation upon the AIRPORT and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to result in glare in the eyes of fliers using the AIRPORT, or as to impair visibility in the vicinity of the AIRPORT, or as otherwise to endanger the landing, taking-off or maneuvering of aircraft.
- (3) There is reserved to the GRANTEE, its successors and assigns for the use and the right to cause in said air space such noise, vibration, fumes, dust and fuel particulates, as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in air, using said air space for landing at, taking off from, or operating on the AIRPORT;
- (4) The GRANTOR shall not use nor permit, nor suffer use of the GRANTOR's land described above for land fills, open dumps, waste disposal sites, etc., storm water retention ponds, creation of new wetlands, crops that would attract or sustain hazard bird movements, or any use that would be incompatible with the maintenance and operation of the AIRPORT.
- (5) **FOR PROPERTIES THAT LIE INSIDE THE RUNWAY PROTECTION ZONE ONLY AS DESCRIBED AND IDENTIFIED ON THE ATTACHED EXHIBIT A:** The GRANTOR shall not use nor permit construction on the GRANTOR's land described above, any structure that is a hazard to the general public or air navigation including the construction of new residences, fuel handling and storage facilities, smoke-generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

These covenants shall run with the GRANTOR's land described above, for the benefit of the GRANTEE and its successors and assigns in the ownership and operation of the AIRPORT.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023:

PRINTED NAME

SIGNATURE

CITY OF SIOUX FALLS

By: \_\_\_\_\_

Its \_\_\_\_\_

SIOUX FALLS REGIONAL AIRPORT AUTHORITY

By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF SOUTH DAKOTA )  
                                          : SS  
COUNTY OF MINNEHAHA )

CORPORATE ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared Mayor Paul TenHaken, who acknowledged himself to be the Mayor of the CITY OF SIOUX FALLS, a corporation, and that he, as Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

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

(SEAL)

\_\_\_\_\_  
Notary Public, South Dakota  
My commission expires:

STATE OF SOUTH DAKOTA )  
                                          : SS  
COUNTY OF MINNEHAHA )

CORPORATE ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of the SIOUX FALLS REGIONAL AIRPORT AUTHORITY, a corporation, and that he/she as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

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

(SEAL)

\_\_\_\_\_  
Notary Public, South Dakota  
My commission expires:

Parcel No.: \_\_\_\_\_ Name: \_\_\_\_\_ Project No.: \_\_\_\_\_



PROPERTY DESCRIPTION:

ENTIRE EASEMENT DESCRIPTIONS (INSIDE AND OUTSIDE RPZ):

Runway 21 (North End)

- Lot E-1 of the NE1/4 Section 32, Township 102 North, Range 49 West of the 5th Principal Meridian, Minnehaha County, South Dakota
- Tract 6B, County Auditor Subdivision of the NE1/4 Section 32, Township 102 North, Range 49 West of the 5th Principal Meridian, Minnehaha County, South Dakota
- Tract 1A, County Auditor Subdivision of the NW1/4 Section 33, Township 102 North, Range 49 West of the 5th Principal Meridian, Minnehaha County, South Dakota
- Lots E-1, E-3 & E-4 of County Auditor Subdivision of the NW1/4 Section 33, Township 102 North, Range 49 West of the 5th Principal Meridian, Minnehaha County, South Dakota
- Tract 2 and Lots E-1 & E-2 of Tract 2 of County Auditor Subdivision of the NW1/4 Section 33, Township 102 North, Range 49 West of the 5th Principal Meridian, Minnehaha County, South Dakota



# EXHIBIT A

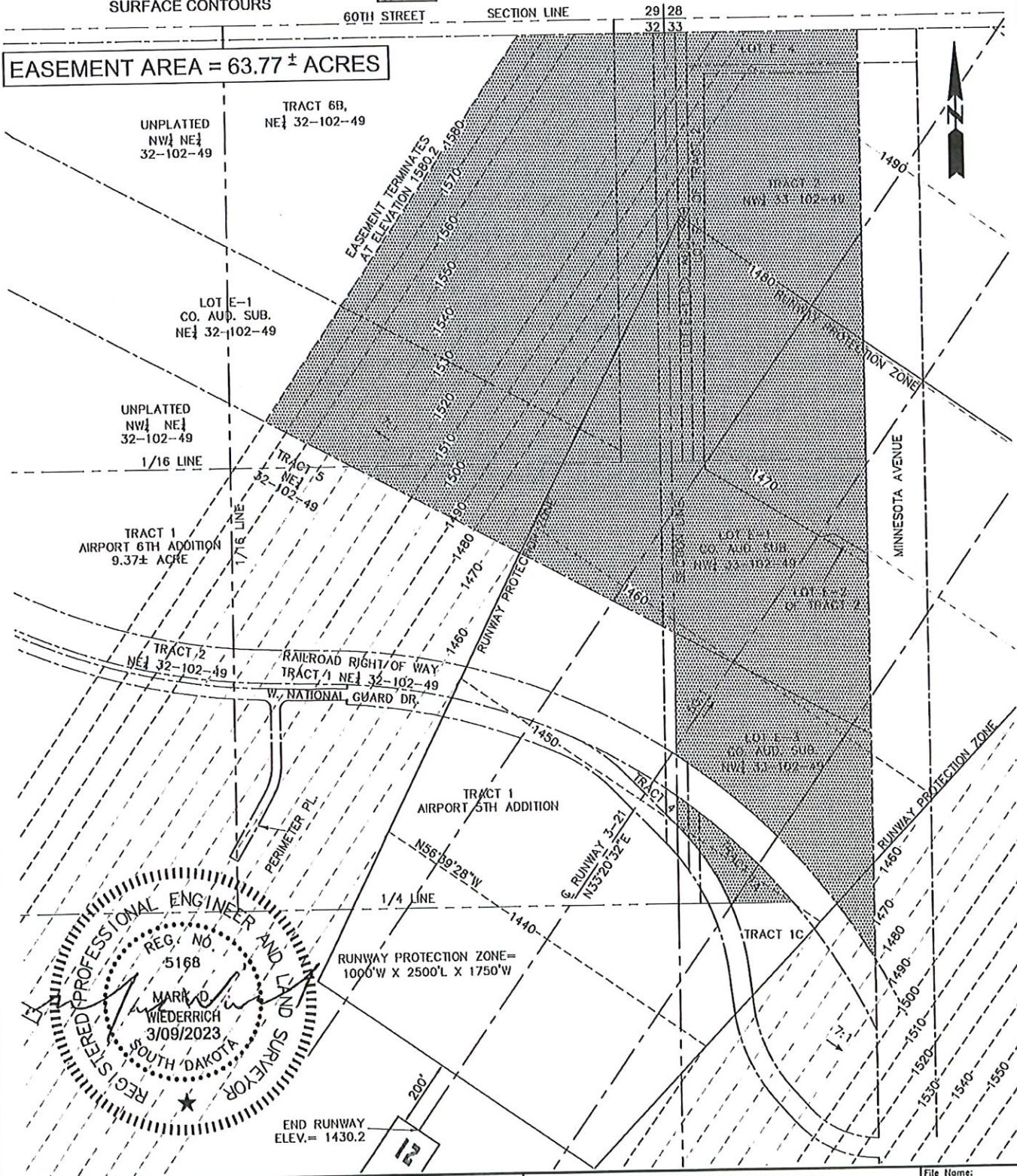
TRACT 6B AND LOT E-1 COUNTY AUDITOR SUBDIVISION OF THE NE1/4 SECTION 32  
 LOTS E-1, E-3 & E-4 AND TRACT 1A AND TRACT 2 AND LOTS E-1 & E-2 OF TRACT 2, COUNTY AUDITOR SUBDIVISION OF THE NW1/4 SECTION 33  
 ALL IN TOWNSHIP 102 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN, MINNEHAHA COUNTY, SOUTH DAKOTA

--- 1500 --- = AIRSPACE EASEMENT  
 SURFACE CONTOURS

 = AVIGATION EASEMENT

SCALE: 1" = 400'

EASEMENT AREA = 63.77 ± ACRES



REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR  
 REG. NO. 5168  
 MARK WIEDERRICH  
 3/09/2023  
 SOUTH DAKOTA

END RUNWAY  
 ELEV. = 1430.2

	DATE
DR: STZ	03/09/23
DSGN: MOW	03/09/23
APPR: MOW	03/09/23



SIoux FALLS REGIONAL AIRPORT  
 SIoux FALLS, SOUTH DAKOTA  
 EXHIBIT A - AVIGATION EASEMENT

File Name:  
 Plots and Easements\_17  
 Project No.:  
 2005\_00218\_OnCallServices  
 Sheet No.: 1 of 1



## Exhibit F

Prepared by: City Attorney's Office  
 City of Sioux Falls  
 224 West Ninth Street  
 P.O. Box 7402  
 Sioux Falls, SD 57117-7402  
 Phone: (605) 367-8880

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CITY USE ONLY	
Agreement No. _____	Dept. No. and MOU <u>14</u> _____
P.O. No. _____	Attorney _____
CIP No. _____	Finance _____
Project _____	City Engineer _____

### Warranty Deed

City of Sioux Falls, SD, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402, Grantor, of Minnehaha County, State of South Dakota, for and in consideration of One Dollar and other good and valuable consideration, grants and conveys and warrants to the Sioux Falls Regional Airport Authority, Joe Foss Field, 2801 Jaycee Lane, Sioux Falls, SD 57104, Grantee, the following described real estate in the County of Minnehaha in the State of South Dakota:

Tract 3 of Airport 4th Addition to the City of Sioux Falls according to the file plat, thereof, containing 2.645 acres, more or less.

Subject to these terms and conditions:

- a. Grantor shall not construct nor permit to stand on said premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height to excess of the imaginary planes above the premises as defined by Part 77 of the Federal Aviation Regulations; and consists of planes describing the approach, transition, and horizontal surfaces; the elevation of said planes being based upon the Airport official elevation of 1429.9 feet Above Mean Sea Level (AMSL), the official Runway 3 end elevation of 1423.5 feet AMSL, the official Runway 21 end elevation of 1429.8 feet AMSL, the official Runway 15 end elevation of 1429.2 feet AMSL, and the official Runway 33 end elevation of 1422.3 feet AMSL, as determined by the most recent Part 77 Airspace Plan. A true and correct copy of the most recent Part 77 Airspace Plan dated December 12, 2016 can be obtained by contacting the Sioux Falls Regional Airport Administrative Office and said plan is fully incorporated herein by reference.
- b. Grantor shall file a notice consistent with requirements of FAR Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on said premises.
- c. Grantor shall not hereafter use nor permit nor suffer use of the land first above described in such a manner as to create electrical interference with radio communication between the installation upon the airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.



- d. There is hereby reserved to the Grantee, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed. This public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Joe Foss Field Airport.
- e. The aforesaid covenants and agreements shall run with the land, as herein above described, for the benefit of the Grantee and its successors and assigns in the ownership and operation of the Joe Foss Field Airport.
- f. Grantor shall not hereafter use, nor permit, nor suffer use of the land first above described in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

Subject to easements, covenants, and restrictions of record.

Exempt from transfer fee pursuant to SDCL §43-4-22 (2).

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

City of Sioux Falls, SD

By: \_\_\_\_\_

Its: Mayor

STATE OF SOUTH DAKOTA )  
                                           :SS  
 COUNTY OF MINNEHAHA )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared Paul TenHaken, who acknowledged himself to be the Mayor of the City of Sioux Falls, and that he, as Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City by himself as Mayor.

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

(SEAL)

\_\_\_\_\_  
 Notary Public—State of South Dakota  
 My Commission Expires: \_\_\_\_\_

Prepared by: City Attorney's Office  
 City of Sioux Falls  
 224 West Ninth Street  
 P.O. Box 7402  
 Sioux Falls, SD 57117-7402  
 Phone: (605) 367-8880

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CITY USE ONLY	
Agreement No. _____	Dept. No. and MOU <u>14</u>
P.O. No. _____	Attorney _____
CIP No. _____	Finance _____
Project _____	City Engineer _____

### Warranty Deed

Sioux Falls Regional Airport Authority, Joe Foss Field, 2801 Jaycee Lane, Sioux Falls, SD 57104, Grantor, of Minnehaha County, State of South Dakota, for and in consideration of One Dollar and other good and valuable consideration, grants and conveys and warrants to the City of Sioux Falls, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402, Grantee, the following described real estate in the County of Minnehaha in the State of South Dakota:

Tract 3, County Auditor's Subdivision of the SE1/4 of Section 6, Township 101 North, Range 49 West of the 5th P.M. according to the filed plat, thereof, containing 16.4 acres, more or less.

Subject to these terms and conditions:

- a. Grantee shall not construct nor permit to stand on said premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height to excess of the imaginary planes above the premises as defined by Part 77 of the Federal Aviation Regulations; and consists of planes describing the approach, transition, and horizontal surfaces; the elevation of said planes being based upon the Airport official elevation of 1429.9 feet Above Mean Sea Level (AMSL), the official Runway 3 end elevation of 1423.5 feet AMSL, the official Runway 21 end elevation of 1429.8 feet AMSL, the official Runway 15 end elevation of 1429.2 feet AMSL, and the official Runway 33 end elevation of 1422.3 feet AMSL, as determined by the most recent Part 77 Airspace Plan. A true and correct copy of the most recent Part 77 Airspace Plan dated December 12, 2016 can be obtained by contacting the Sioux Falls Regional Airport Administrative Office and said plan is fully incorporated herein by reference.
- b. Grantee shall file a notice consistent with requirements of FAR Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on said premises.
- c. Grantee shall not hereafter use nor permit nor suffer use of the land first above described in such a manner as to create electrical interference with radio communication between the installation upon the airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.



- d. There is hereby reserved to the Grantor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed. This public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Joe Foss Field Airport.
- e. The aforesaid covenants and agreements shall run with the land, as herein above described, for the benefit of the Grantor and its successors and assigns in the ownership and operation of the Joe Foss Field Airport.
- f. Grantee shall not hereafter use, nor permit, nor suffer use of the land first above described in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

Subject to easements, covenants, and restrictions of record.

Exempt from transfer fee pursuant to SDCL §43-4-22 (2).

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

Sioux Falls Regional Airport Authority

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH DAKOTA )  
                                                           :SS  
 COUNTY OF MINNEHAHA  )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Sioux Falls Regional Airport Authority, a corporation, and that he, as such \_\_\_\_\_ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as \_\_\_\_\_.

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

(SEAL)

Notary Public—State of: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

Prepared by: City Attorney's Office  
 City of Sioux Falls  
 224 West Ninth Street  
 P.O. Box 7402  
 Sioux Falls, SD 57117-7402  
 Phone: (605) 367-8880

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<b>CITY USE ONLY</b>		<b>14</b>
Agreement No. _____	Dept. No. and MOU	<u>22</u>
P.O. No. _____	Attorney _____	
CIP No. _____	Finance _____	
Project _____	City Engineer _____	

### Warranty Deed

Sioux Falls Regional Airport Authority, Joe Foss Field, 2801 Jaycee Lane, Sioux Falls, SD 57104, Grantor, of Minnehaha County, State of South Dakota, for and in consideration of One Dollar and other good and valuable consideration, grants and conveys and warrants to the City of Sioux Falls, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402, Grantee, the following described real estate in the County of Minnehaha in the State of South Dakota:

Tract 2 of Airport 4th Addition to the City of Sioux Falls according to the filed plat, thereof, containing 39.157 acres, more or less.

Subject to these terms and conditions:

- a. Grantee shall not construct nor permit to stand on said premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height to excess of the imaginary planes above the premises as defined by Part 77 of the Federal Aviation Regulations; and consists of planes describing the approach, transition, and horizontal surfaces; the elevation of said planes being based upon the Airport official elevation of 1429.9 feet Above Mean Sea Level (AMSL), the official Runway 3 end elevation of 1423.5 feet AMSL, the official Runway 21 end elevation of 1429.8 feet AMSL, the official Runway 15 end elevation of 1429.2 feet AMSL, and the official Runway 33 end elevation of 1422.3 feet AMSL, as determined by the most recent Part 77 Airspace Plan. A true and correct copy of the most recent Part 77 Airspace Plan dated December 12, 2016 can be obtained by contacting the Sioux Falls Regional Airport Administrative Office and said plan is fully incorporated herein by reference.
- b. Grantee shall file a notice consistent with requirements of FAR Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on said premises.
- c. Grantee shall not hereafter use nor permit nor suffer use of the land first above described in such a manner as to create electrical interference with radio communication between the installation upon the airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.



- d. There is hereby reserved to the Grantor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed. This public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Joe Foss Field Airport.
- e. The aforesaid covenants and agreements shall run with the land, as herein above described, for the benefit of the Grantor and its successors and assigns in the ownership and operation of the Joe Foss Field Airport.
- f. Grantee shall not hereafter use, nor permit, nor suffer use of the land first above described in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

Subject to easements, covenants, and restrictions of record.

Exempt from transfer fee pursuant to SDCL §43-4-22 (2).

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

Sioux Falls Regional Airport Authority

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH DAKOTA )  
                                           :SS  
 COUNTY OF MINNEHAHA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Sioux Falls Regional Airport Authority, a corporation, and that he, as such \_\_\_\_\_ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as \_\_\_\_\_.

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

(SEAL)

Notary Public—State of: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

Prepared by: City Attorney's Office  
City of Sioux Falls  
224 West Ninth Street  
P.O. Box 7402  
Sioux Falls, SD 57117-7402  
Phone: (605) 367-8880

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CITY USE ONLY	
Agreement No. _____	Dept. No. and MOU <u>14</u>
P.O. No. _____	Attorney _____
CIP No. _____	Finance _____
Project _____	City Engineer _____

### Warranty Deed

Sioux Falls Regional Airport Authority, Joe Foss Field, 2801 Jaycee Lane, Sioux Falls, SD 57104, Grantor, of Minnehaha County, State of South Dakota, for and in consideration of One Dollar and other good and valuable consideration, grants and conveys and warrants to the City of Sioux Falls, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402, Grantee, the following described real estate in the County of Minnehaha in the State of South Dakota:

Tract 1 of Airport 6th Addition to the City of Sioux Falls according to the filed plat, thereof, containing 9.37 acres, more or less.

Subject to these terms and conditions:

- a. Grantee shall not construct nor permit to stand on said premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height to excess of the imaginary planes above the premises as defined by Part 77 of the Federal Aviation Regulations; and consists of planes describing the approach, transition, and horizontal surfaces; the elevation of said planes being based upon the Airport official elevation of 1429.9 feet Above Mean Sea Level (AMSL), the official Runway 3 end elevation of 1423.5 feet AMSL, the official Runway 21 end elevation of 1429.8 feet AMSL, the official Runway 15 end elevation of 1429.2 feet AMSL, and the official Runway 33 end elevation of 1422.3 feet AMSL, as determined by the most recent Part 77 Airspace Plan. A true and correct copy of the most recent Part 77 Airspace Plan dated December 12, 2016 can be obtained by contacting the Sioux Falls Regional Airport Administrative Office and said plan is fully incorporated herein by reference.
- b. Grantee shall file a notice consistent with requirements of FAR Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on said premises.
- c. Grantee shall not hereafter use nor permit nor suffer use of the land first above described in such a manner as to create electrical interference with radio communication between the installation upon the airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.



- d. There is hereby reserved to the Grantor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed. This public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Joe Foss Field Airport.
- e. The aforesaid covenants and agreements shall run with the land, as herein above described, for the benefit of the Grantor and its successors and assigns in the ownership and operation of the Joe Foss Field Airport.
- f. Grantee shall not hereafter use, nor permit, nor suffer use of the land first above described in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

Subject to easements, covenants, and restrictions of record.

Exempt from transfer fee pursuant to SDCL §43-4-22 (2).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Sioux Falls Regional Airport Authority

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH DAKOTA )  
 :SS  
 COUNTY OF MINNEHAHA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Sioux Falls Regional Airport Authority, a corporation, and that he, as such \_\_\_\_\_ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as \_\_\_\_\_.

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

(SEAL)

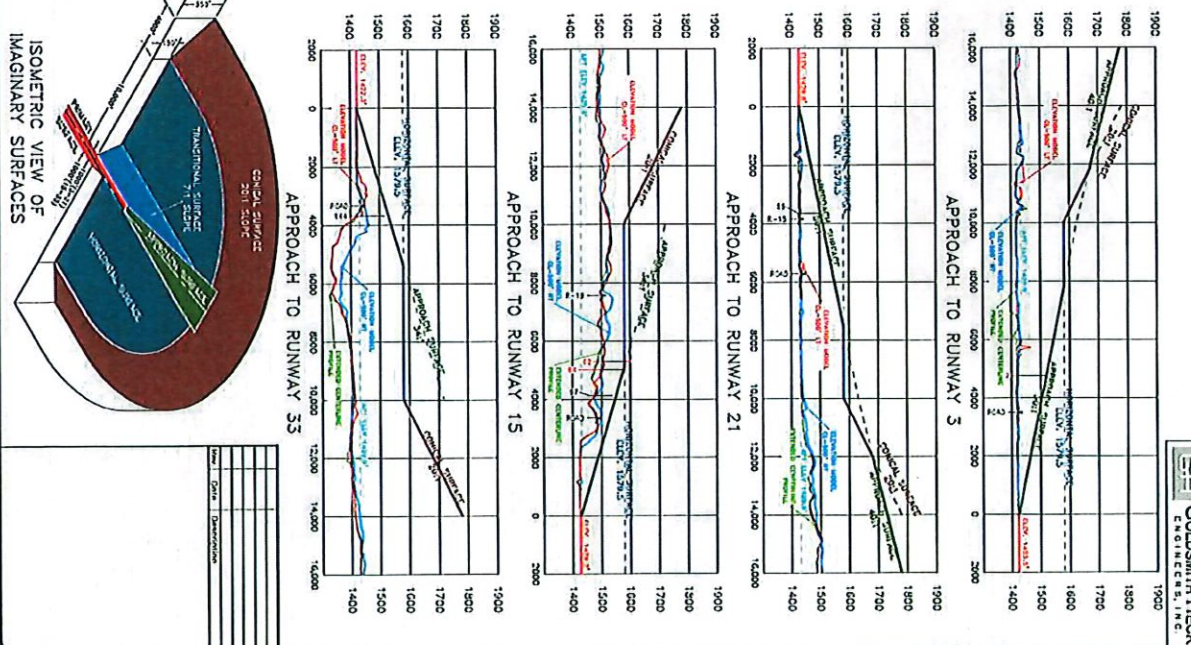
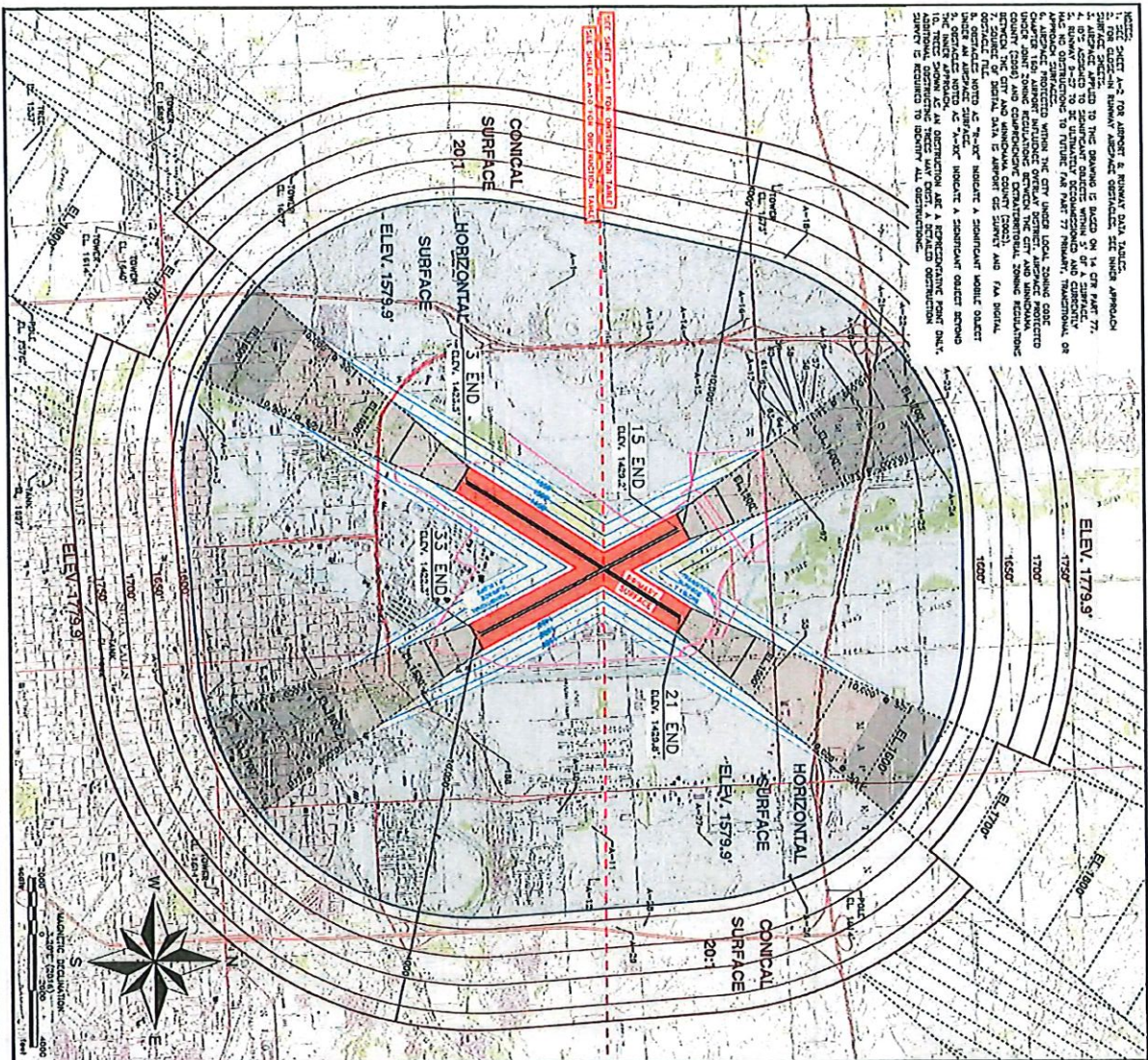
Notary Public—State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# PART 77 AIRSPACE PLAN



1. SEE SHEET A-8 FOR AIRPORT & RUNWAY DATA TABLE.  
 2. FOR EXISTING RUNWAY AIRSPACE OBSTRUCTION, SEE EACH APPROACH SHEET.  
 3. AIRSPACE PLAN IS BASED ON 14 CFR PART 77.  
 4. THIS AIRSPACE PLAN IS FOR PLANNING PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE DATA OR THE RESULTS OF THE ANALYSIS.  
 5. THIS AIRSPACE PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE.  
 6. AIRSPACE PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE.  
 7. AIRSPACE PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE.  
 8. AIRSPACE PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE.  
 9. AIRSPACE PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE.  
 10. AIRSPACE PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE.



**ISOMETRIC VIEW OF IMAGINARY SURFACES**

**CONICAL SURFACE 20:1**

**HORIZONTAL SURFACE**

**APPROACH TO RUNWAY 33**

**APPROACH TO RUNWAY 15**

**APPROACH TO RUNWAY 21**

**APPROACH TO RUNWAY 5**

**Goldsmith Heck ENGINEERS, INC.**

**KLJ**

**PART 77 AIRSPACE PLAN (ULTIMATE)**

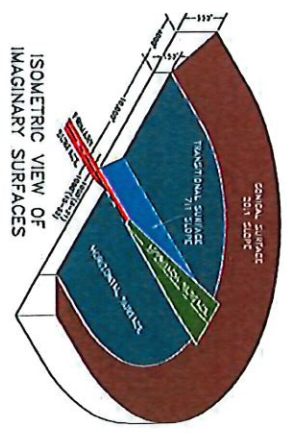
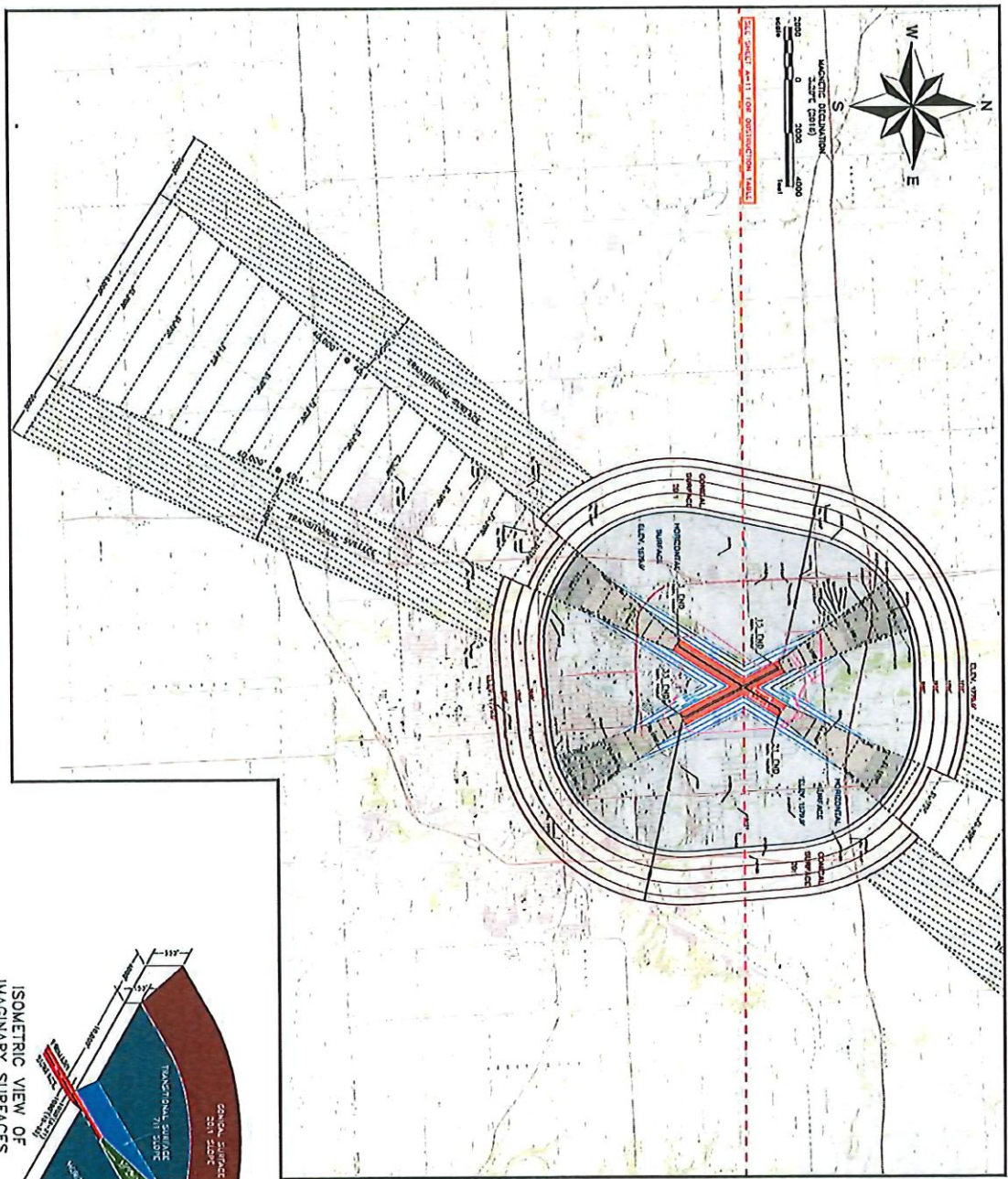
**SIoux FALLS REGIONAL AIRPORT (JOE FOSS FIELD)**  
 SIoux FALLS REGIONAL AIRPORT AUTHORITY (OWNER)  
 SIoux FALLS, SOUTH DAKOTA

TO BE USED AS A COMPLETE DRAWING SET FOR PLANNING PURPOSES ONLY, NOT FOR CONSTRUCTION

DATE: 12/20/2016  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NUMBER: [Number]  
 SHEET: A-9  
 OF: [Total Sheets]



Doc ID: 2016 - 2-24-2016 - C:\Users\pawandev\Documents\Projects\Sioux Falls Regional Airport Authority\2016-2-24-2016\_Sioux Falls Regional Airport Authority.dwg



OTHER PART 77 AIRSPACE CONFLICTS OF OBSTACLES

OBSTACLE	IDENTIFICATION	HEIGHT	LOCATION	REMARKS
1	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
2	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
3	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
4	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
5	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
6	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
7	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
8	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
9	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
10	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
11	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
12	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
13	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
14	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
15	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
16	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
17	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
18	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
19	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT
20	WINDMILL	100	1.5 NM S, 1.5 NM E	NO CONFLICT

U/L = Obstacle Located in the Obstacle Limitation Surfaces  
 N = Obstacle Located in the Obstacle Limitation Surfaces

NOTES:  
 1. SEE SHEET A-9 FOR AIRPORT & RUNWAY DATA TABLE.  
 2. FOR CONSTRUCTION RUNWAY OBSTACLE CLEARANCES, SEE SHEET APPROACH.  
 3. THIS AIRSPACE PLAN IS BASED ON THE DATA AS OF 14 OCT 77.  
 4. RUNWAY 8-27 TO BE ULTIMATELY DISCONTINUED AND CONFLICTS WITH THIS AIRSPACE PLAN WILL BE ELIMINATED.  
 5. THIS AIRSPACE PLAN IS BASED ON THE DATA AS OF 14 OCT 77. PRIMARY, TRANSITIONAL, OR TERRAIN SURFACES ARE NOT SHOWN.  
 6. AIRSPACE PROTECTED WITHIN THE CITY UNDER LOCAL ZONING CODES (RESIDENTIAL, COMMERCIAL, INDUSTRIAL, OFFICE, ETC.) AND DISTRICT ZONING REGULATIONS (CITY AND SIOUX FALLS COUNTY ZONING REGULATIONS) WITHIN THE CITY AND IMMEDIATE VICINITY OF THE AIRPORT IS SHOWN AND FAA DESIGNATED OBSTACLE LIMIT SURFACES ARE SHOWN.  
 7. SOURCE OF OBSTACLE DATA IS AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.  
 8. THIS AIRSPACE PLAN IS BASED ON THE DATA AS OF 14 OCT 77.  
 9. THE DATA SOURCE IS THE AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.  
 10. THE DATA SOURCE IS THE AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.  
 11. THE DATA SOURCE IS THE AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.  
 12. THE DATA SOURCE IS THE AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.  
 13. THE DATA SOURCE IS THE AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.  
 14. THE DATA SOURCE IS THE AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.  
 15. THE DATA SOURCE IS THE AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.  
 16. THE DATA SOURCE IS THE AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.  
 17. THE DATA SOURCE IS THE AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.  
 18. THE DATA SOURCE IS THE AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.  
 19. THE DATA SOURCE IS THE AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.  
 20. THE DATA SOURCE IS THE AIRPORT DE SURVEY AND FAA DESIGNATED OBSTACLE LIMIT SURFACES.

GOLDSMITH HECK  
 CONSULTING ENGINEERS, INC.



**SIOUX FALLS REGIONAL AIRPORT (JOE FOSS FIELD)**  
 SIOUX FALLS REGIONAL AIRPORT AUTHORITY (OWNER)  
 SIOUX FALLS, SOUTH DAKOTA

TO BE USED AS A COMPLETE DRAWING SET FOR PLANNING PURPOSES ONLY, NOT FOR CONSTRUCTION

EXTENDED PART 77 AIRSPACE PLAN  
 3 END (ULTIMATE)

SHEET  
 A-10

DATE  
 10/14/2016

BY  
 JAW

SCALE  
 1:1

PROJECT  
 SIOUX FALLS REGIONAL AIRPORT

DATE  
 10/14/2016

BY  
 JAW

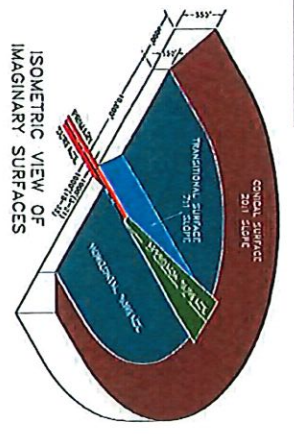
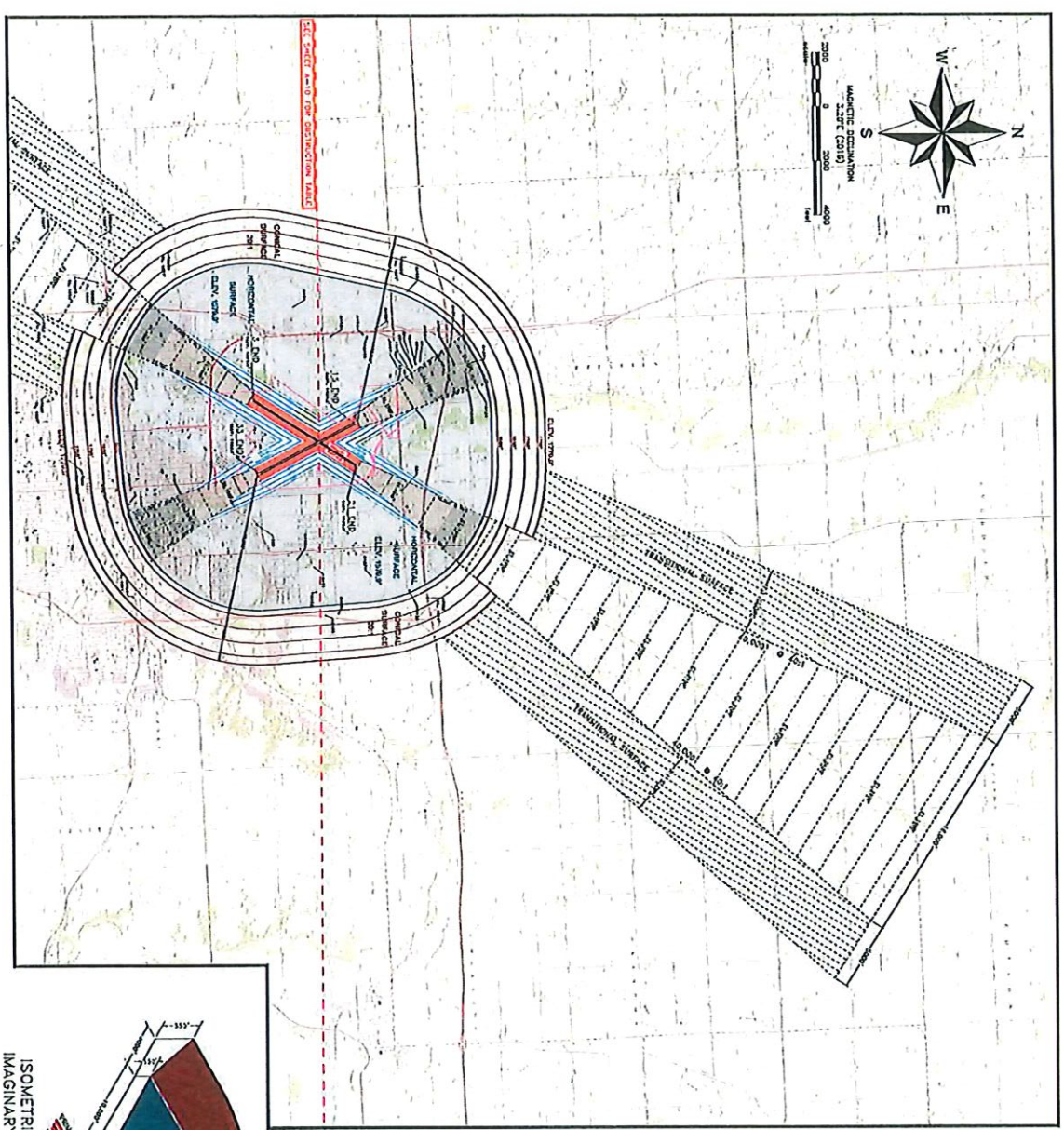
SCALE  
 1:1

PROJECT  
 SIOUX FALLS REGIONAL AIRPORT

C 10/14/2016



04-12-2016 - 2:45pm - C:\Users\jmanu\Documents\Projects\Sioux Falls\A-11\A-11.dwg (A-11.dwg)



Surface	Height	Radius	Distance
CS	201'	1.5 NM	1.5 NM
TS	150'	1.5 NM	1.5 NM
WSS	150'	1.5 NM	1.5 NM

**NOTES:**

1. SEE SHEET A-10 FOR AIRPORT & RUNWAY DATA TABLE.
2. FOR CONICAL RUNWAY AIRSPACE OBSTRUCTIONS, SEE SHEET APPROACH.
3. AIRSPACE LAYERS TO THIS DRAWING IS BASED ON 14 CFR PART 77.
4. THIS DRAWING IS TO BE USED FOR PLANNING PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
5. THIS DRAWING IS TO BE USED FOR PLANNING PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
6. AIRSPACE PROTECTED WITHIN THE CITY UNDER LOCAL, STATE, COUNTY OR FEDERAL JURISDICTION SHALL TAKE PRECEDENCE OVER AIRSPACE PROTECTED BY THIS AIRPORT. AIRSPACE PROTECTED BY THIS AIRPORT SHALL TAKE PRECEDENCE OVER AIRSPACE PROTECTED BY LOCAL, STATE, COUNTY OR FEDERAL JURISDICTION.
7. THIS DRAWING IS TO BE USED FOR PLANNING PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
8. THIS DRAWING IS TO BE USED FOR PLANNING PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
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10. THIS DRAWING IS TO BE USED FOR PLANNING PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

OBSTACLE	IDENTIFICATION	HEIGHT	FROM RUNWAY CENTERLINE	FROM OBSTRUCTION POINT	FROM OBSTRUCTION POINT
1	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
2	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
3	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
4	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
5	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
6	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
7	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
8	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
9	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
10	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
11	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
12	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
13	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
14	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
15	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
16	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
17	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
18	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
19	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
20	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
21	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
22	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
23	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
24	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
25	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
26	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
27	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
28	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
29	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
30	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
31	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
32	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
33	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
34	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
35	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
36	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
37	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
38	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
39	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
40	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
41	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
42	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
43	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
44	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
45	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
46	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
47	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
48	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
49	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
50	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
51	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
52	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
53	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
54	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
55	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
56	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
57	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
58	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
59	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
60	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
61	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
62	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
63	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
64	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
65	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
66	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
67	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
68	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
69	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
70	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
71	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
72	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
73	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
74	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
75	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
76	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
77	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
78	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
79	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
80	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
81	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
82	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
83	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
84	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
85	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
86	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
87	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
88	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
89	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
90	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
91	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
92	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
93	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
94	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
95	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
96	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
97	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
98	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
99	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM
100	Obstruction	150'	1.5 NM	1.5 NM	1.5 NM

**GOUDSMITH Heck**  
ENGINEERS, INC.

**K1J**

**SIoux FALLS REGIONAL AIRPORT (JOE FOSS FIELD)**  
SIoux FALLS REGIONAL AIRPORT AUTHORITY (OWNER)  
SIoux FALLS, SOUTH DAKOTA

TO BE USED AS A COMPLETE DRAWING SET FOR PLANNING PURPOSES ONLY, NOT FOR CONSTRUCTION

04-12-2016

Sheet: **A-11**

Project Name: **SIoux FALLS REGIONAL AIRPORT (JOE FOSS FIELD)**

Project Number: **146310124**

Date: **07/27/2016**

Scale: **AS SHOWN**

Author: **JG**

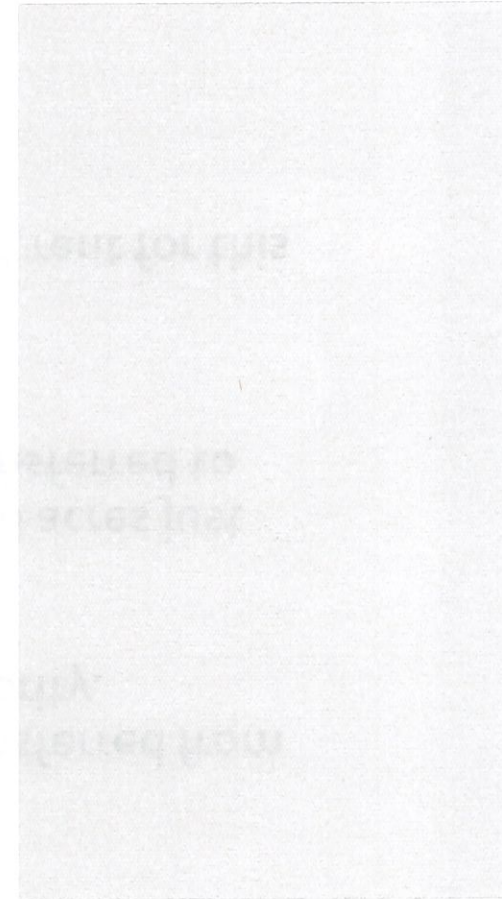
Checker: **JG**

Appr: **JG**



# Airport –City Property Exchange

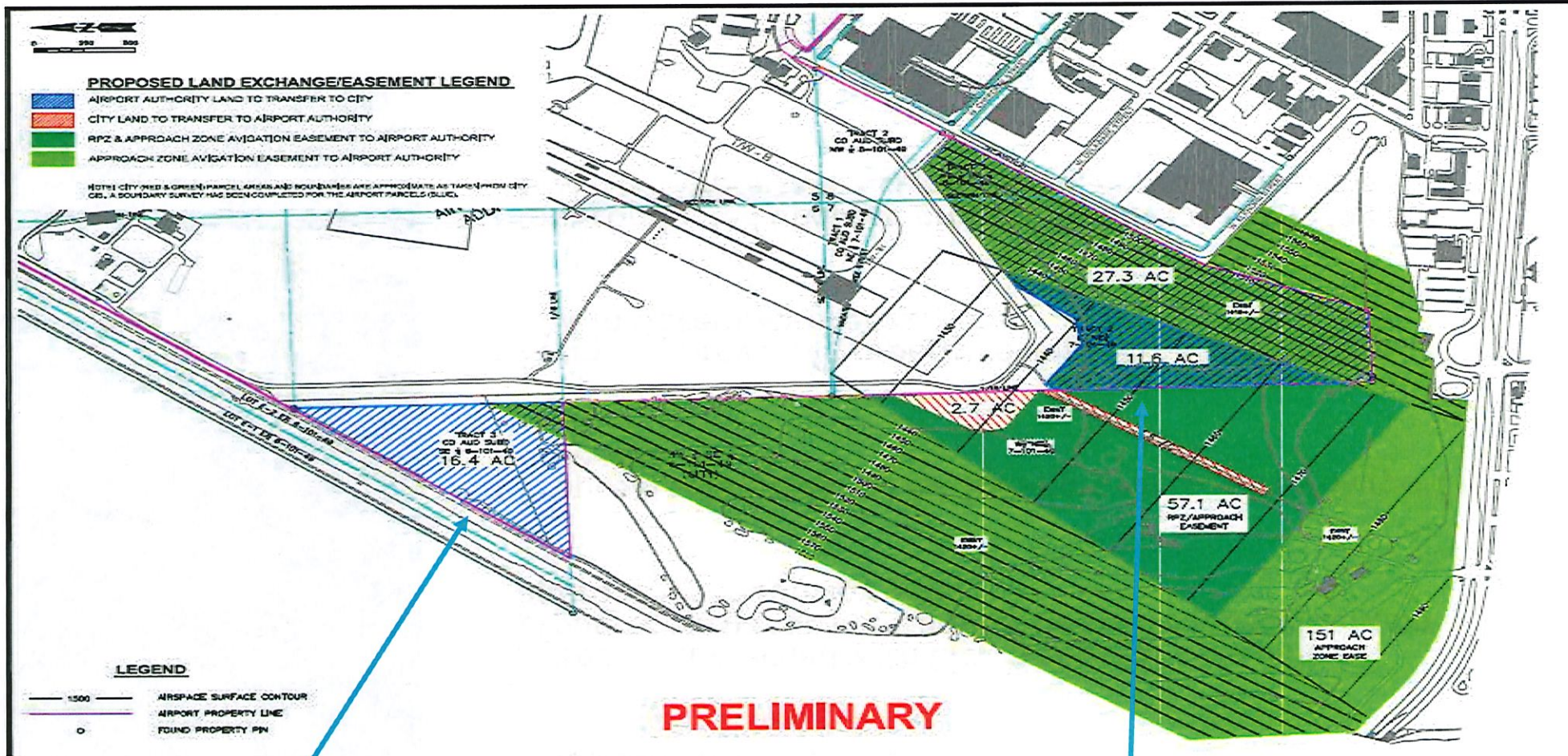
Sioux Falls City Council Meeting – September 12, 2023





## History of Property Exchange Effort

- **Airport Authority Created in 1986**
  - All Airport Property ownership transferred from City to newly created Airport Authority.
- 39 acres of Elmwood Golf Course and 16 acres just north of the golf course mistakenly transferred to Airport Authority.
- FAA requires Airport receive fair market rent for this property or resolve ownership.



16.4 Acres

38.9 acres



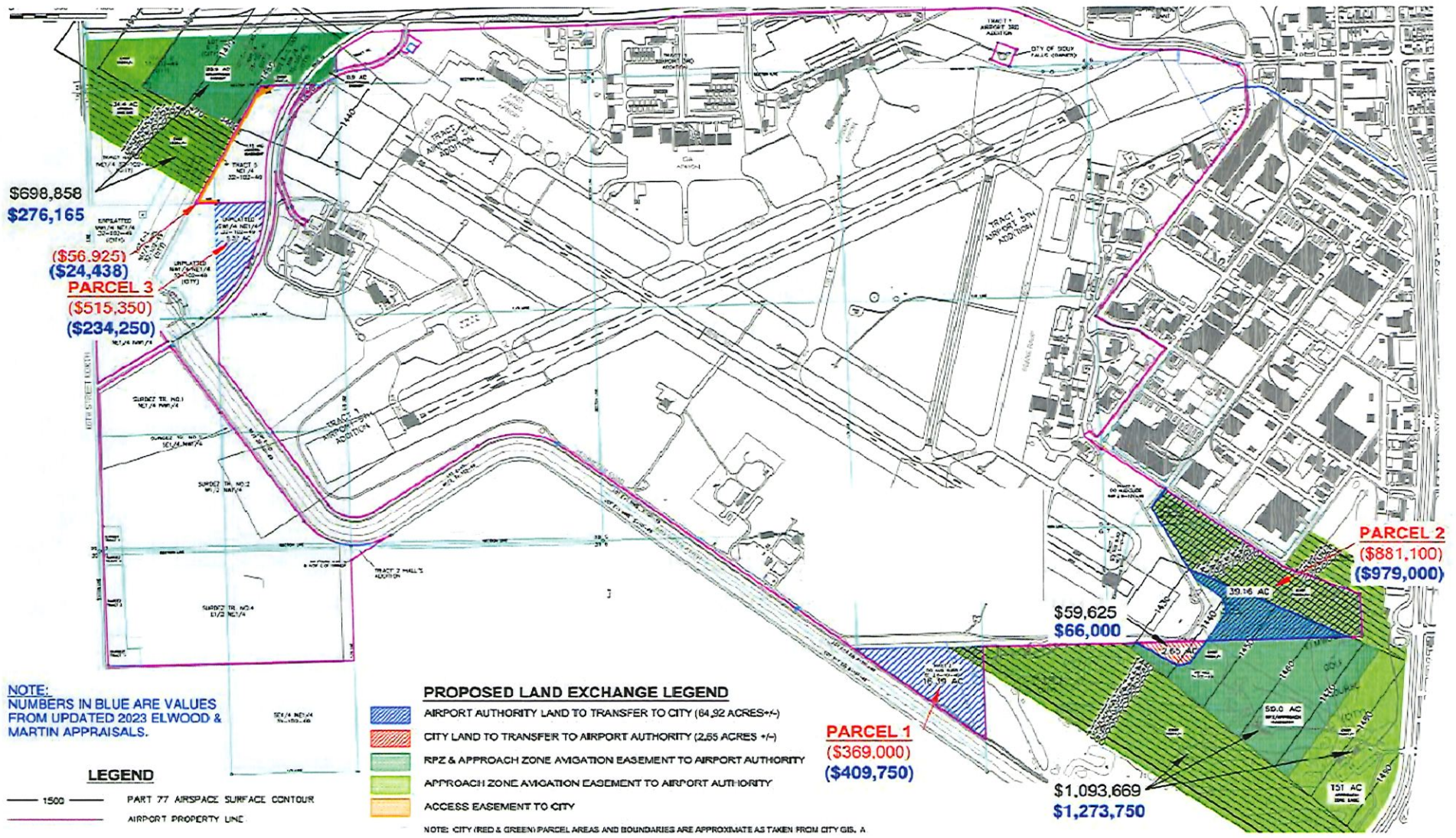
## History of Property Exchange Effort

- Shaykett Appraisal Company, Inc. developed property valuation report in 2011.
- Agreement reached with City in 2012 for zero dollar property exchange in return for permanent easement on approaches to runway 3-21.
- Proposal submitted to FAA for approval to release Airport property.
- Formal approval of property release received from the FAA in December of 2022.
- City conducted updated property valuation with Elwood & Martin Appraisals, LLC for formal approval of exchange.

# Exchange Summary

- City to Receive
  - 55.55 acres of Elmwood Golf Course
  - 9.37 acres north by diversion channel and 1.15 acres diversion channel access easement to balance dollar value
- Airport to Receive
  - Airspace Easement for 210.86 acres off Runway 3 end (Elmwood Golf Course Area)
  - 2.64 acres off Runway 3 end in Runway Safety Area
  - Airspace Easement for 63.77 acres off Runway 21 end (North of Airport)





\$698,858  
\$276,165

(\$56,925)  
(\$24,438)  
**PARCEL 3**  
(\$515,350)  
(\$234,250)

**NOTE:**  
NUMBERS IN BLUE ARE VALUES  
FROM UPDATED 2023 ELWOOD &  
MARTIN APPRAISALS.

**LEGEND**

1500 PART 77 AIRSPACE SURFACE CONTOUR  
AIRPORT PROPERTY LINE

**PROPOSED LAND EXCHANGE LEGEND**

- AIRPORT AUTHORITY LAND TO TRANSFER TO CITY (64.92 ACRES +/-)
- CITY LAND TO TRANSFER TO AIRPORT AUTHORITY (2.55 ACRES +/-)
- RPZ & APPROACH ZONE AVIGATION EASEMENT TO AIRPORT AUTHORITY
- APPROACH ZONE AVIGATION EASEMENT TO AIRPORT AUTHORITY
- ACCESS EASEMENT TO CITY

NOTE: CITY (RED & GREEN) PARCEL AREAS AND BOUNDARIES ARE APPROXIMATE AS TAKEN FROM CITY GIS. A

**PARCEL 1**  
(\$369,000)  
(\$409,750)

\$59,625  
\$66,000

**PARCEL 2**  
(\$881,100)  
(\$979,000)

\$1,093,669  
\$1,273,750

**Sioux Falls Regional Airport  
Proposed Airport/City Land Exchange for Runway 21 RSA Issues  
March 30, 2023**

**Land Exchange Value Summary based on updated Elwood & Martin Appraisals**

	Acres	Value \$/Acre (rounded)	Easement Value Factor	Amount
<b>Airport to Obtain</b>				
<u>Runway 3 (Elmwood end)</u>				
2.65 Acres for Runway Safety Area (RSA)	2.64	\$25,000	100%	\$66,000
Elmwood Easement Area inside RPZ	59.00	\$25,000	85%	\$1,253,750
Elmwood Easement Area outside RPZ	151.86	\$25,000	0%	\$0
 <u>Runway 21 (north end)</u>				
Runway 21 Easement Area inside RPZ (excluding E-Lots)	14.44	\$22,500	85%	\$276,165
Runway 21 Easement Area outside RPZ (excluding E-Lots)	34.91	\$22,500	0%	\$0
Runway 21 E lots inside Easement Area	14.42	\$0	0%	\$0
				<b>\$1,595,915</b>
 <b>City to Obtain</b>				
<u>Runway 3 (Elmwood end)</u>				
Parcel 1 - Tract 3 of County Auditor's Subd of the SE1/4, Section 6-101-49	16.39	\$25,000	100%	\$409,750
Parcel 2 - Tract 2 of Airport 4th Addn to the City of Sioux Falls, Minnehaha County, SD	39.16	\$25,000	100%	\$979,000
 <u>Runway 21 (north end)</u>				
Parcel 3 - Tract 1 of Airport 6th Addition to the City of Sioux Falls, Minnehaha County, SD	9.37	\$25,000	100%	\$234,250
Access Easement Along Diversion Channel	1.15	\$25,000	85%	\$24,438
				<b>\$1,647,438</b>



## Next Steps

- **Park Board Meeting – September 20<sup>th</sup>**
- **City Council Meetings – October 3<sup>rd</sup> & 10<sup>th</sup>**

Questions??



2023 2024 Great Bear Admission Rate Comparison

<u>Area</u>	<u>Adult Full Day Lift</u>	<u>Adult Half Day Lift</u>	<u>Child Full Day Lift</u>	<u>Child Half Day Rate</u>	<u>Rental</u>	<u>Tubing Lift</u>	<u>Adult Season Pass</u>	<u>Child Season Pass</u>
<u>Great Bear (proposed)</u>	\$38.00	\$33.00	\$38.00	\$33.00	\$31.00	\$16 weekdays \$19 we 9a -12:30p \$24 we 1p - 4:30p \$19 we 5p - 8:30p	\$330.00	\$300.00
Sioux Falls, SD								
<u>Terry Peak **</u> Lead, SD	\$60.00	\$45.00	\$44.00	\$35.00	\$33.00	na	\$795.00	\$477.00
<u>Mystic Miner Mountain</u> Lead, SD	Closed							
<u>Mt. Crescent**</u> Crescent, IA	\$44.00	\$29.00	\$39.00	\$24.00	\$29.00	\$29 / 3 hours	\$299.00	n/a
<u>Welch Village**</u> Welch, MN	\$74.00	\$59.00	\$64.00	\$49.00	\$44.00	na	\$439.00	\$369.00
<u>Mt Kato**</u> Mankato, MN	\$58.00	\$40.00	\$45.00	\$30.00	\$30.00	\$20 / 2 hrs	\$479.00	\$399.00
<u>Spirit Mountain*</u> Duluth, MN	\$81.00	na	\$62.00	na	\$48.00	\$25 / 2 hours	\$619.00	\$399.00
<u>Hyland Hills**</u> Bloomington, MN	\$40.00	\$35.00	\$36.00	\$31.00	\$25.00	\$15 / 2 hrs	\$479.00	\$379.00
<u>Giants Ridge*</u> Biwabik, MN	\$67.00	\$62.00	\$46.00	\$41.00	\$37.00	na	\$499.00	\$379.00
<u>Afton Alps**</u> Afton, Mn	\$99.00	na	na	na	\$48.00	na	na	na
<u>Buck Hill*</u> Minneapolis, MN	\$59.00	\$49.00	\$49.00	\$39.00	\$40.00	na	\$515.00	\$395.00
<u>Detroit Mt.**</u> Alexandria, MN	\$43.00	\$34.00	\$34.00	\$24.00	\$27.00	\$20 / 2hours	\$447.00	\$377.00

\* denotes publicly owned facility

\*\* 2023 2024 rates have not been updated

**AMENDMENT NO. 2 TO AGREEMENT  
FOR USE OF CITY FACILITIES**

Agreement made August , 2023, between the City of Sioux Falls, South Dakota (the "City"), and the Downtown Farmer's Market, Inc. ("Farmer's Market").

The Parties further agree to amend the Agreement dated March 22, 2019, and filed as City Agreement No. 18-4266, and as previously amended on March 31, 2022, by amending Section One and Exhibit A to read as follows:

**Section One**

Farmer's Market shall have priority use of the open-air shelter, vending stalls, and parking spaces located north of Falls Park Drive, as shown in Exhibit A, within Falls Park for Farmer's Market events to be held every Saturday from 8 a.m. to 1 p.m., from May 1 through October 31 of each contract year. Dates and time of use may be revised with the pre-approval of the Director of Parks and Recreation. Farmer's Market understands that the shelter has been reserved for these dates in advance and agrees to use their best efforts to ensure each event date is filled. Farmer's Market agrees to provide a minimum of 15 days' notice to the Director of Parks and Recreation for event dates that will not be filled.

**Exhibit A**



Agreement No. \_\_\_\_\_



**Validity of Remaining Terms.** Except as otherwise amended in this Second Amendment, all of the terms and conditions of the Agreement as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF SIOUX FALLS

DOWNTOWN FARMER'S MARKET, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ Mayor \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL TAX ID NO. \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK  
PRINTED NAME: \_\_\_\_\_



Sioux Falls Parks and Recreation
Application for Permit to Charge Entry Fees

Sponsor of Event Coyote Extravaganza
Name of Event USD SWIM TEAM
Date(s) of Event 11-3-23 11-4-23
Location(s) of Event Midco Pool

Event Contact Names(s) Day Phone Evening Phone
1. Jason Mahowald 605-677-5014
2.

Location(s) where entrance fees will be collected
1. Front Door
2.
3.
4.

List of fees—please indicate how fee is collected, such as per day, per weekend, per event, per vehicle, etc.
1. \$ 10 per day
2. \$ per
3. \$ per
4. \$ per

Fee recipient USD Swim Team
Fee purpose Offset Cost of Meet

A permit card must be posted at each location where an entrance fee is charged. Please provide an address for permit card(s) to be mailed to your organization.

Organization University of South Dakota
Attention Jason Mahowald
Street/P.O. Box 414 E. Clark St.
City/State/Zip Vermillion, SD 57069

Applicant Signature [Signature] Application Date 3-21-23

Park Board Approval Date Permit Issued Date

Please submit application at least 60 days in advance of the event.





**Sioux Falls Parks and Recreation**  
**Application for Permit to Charge Entry Fees**

Sponsor of Event Augustana  
 Name of Event Augustana Invitational  
 Date(s) of Event 11/16/23 - 11/18/23  
 Location(s) of Event Midea Aquatic Center

Event Contact Names(s)	Day Phone	Evening Phone
1. <u>Shelby Bartlett</u>	<u>317-657-9510</u>	_____
2. <u>Andrew Makepeace</u>	<u>612-750-8880</u>	_____

Location(s) where entrance fees will be collected

1. <u>east door</u>	2. _____
3. _____	4. _____

List of fees—please indicate how fee is collected, such as per day, per weekend, per event, per vehicle, etc.

1. \$ <u>15</u> per <u>session</u>	2. \$ _____ per _____
3. \$ <u>75</u> per <u>all weekend</u>	4. \$ _____ per _____

Fee recipient Augustana  
 Fee purpose entrance fees

*A permit card must be posted at each location where an entrance fee is charged. Please provide an address for permit card(s) to be mailed to your organization.*

Organization Augustana University  
 Attention Shelby Bartlett  
 Street/P.O. Box 2001 S Summit Ave  
 City/State/Zip Sioux Falls, SD, 57197

S. Shelby Bartlett \_\_\_\_\_ 5/11/23 \_\_\_\_\_  
 Applicant Signature Application Date

\_\_\_\_\_ Park Board Approval Date \_\_\_\_\_ Permit Issued Date

**Please submit application at least 60 days in advance of the event.**



Sioux Falls Parks and Recreation
Application for Permit to Charge Entry Fees

Sponsor of Event USD SWIM TEAM
Name of Event Coyote Invite
Date(s) of Event 2-2-24 / 2-3-24
Location(s) of Event Midco Pool

Event Contact Names(s) Day Phone Evening Phone
1. Jason Mahowald 605-677-9014
2.

Location(s) where entrance fees will be collected
1. Front Door
2.
3.
4.

List of fees—please indicate how fee is collected, such as per day, per weekend, per event, per vehicle, etc.
1. \$ 10 per day
2. \$ per
3. \$ per
4. \$ per

Fee recipient USD SWIM TEAM
Fee purpose offset cost of meet

A permit card must be posted at each location where an entrance fee is charged. Please provide an address for permit card(s) to be mailed to your organization.

Organization USD Swim Team
Attention Jason Mahowald
Street/P.O. Box 414 E. Clark St.
City/State/Zip Vermillion, SO 57069

Applicant Signature [Signature] Application Date 3-21-23

Park Board Approval Date Permit Issued Date

Please submit application at least 60 days in advance of the event.



**2023**  
**MIDCO AQUATIC CENTER OPERATING DASHBOARD**  
(Unaudited)

	Jan	Feb	Mar	Apr	May	Jun	Jul	YTD Total
<b>Statistics</b>								
<u>Attendance</u>								
Daily Attendance	5,065	5,802	6,810	5,926	4,646	5,648	4,955	38,852
Swim Pass Attendance	5,029	5,007	6,248	5,578	8,610	14,387	12,818	57,677
Swim Lesson Attendance	2,694	1,216	3,336	320	8	1,940	1,375	10,889
Swim Team Attendance	2,794	2,060	838	1,984	1,804	562	264	10,306
Swim Meet Attendance	3,900	433	128	2,909	1,692	-	8,655	17,717
Other Attendance	437	546	664	1,680	823	873	664	5,687
<b>Total Attendance</b>	<b>19,919</b>	<b>15,064</b>	<b>18,024</b>	<b>18,397</b>	<b>17,583</b>	<b>23,410</b>	<b>28,731</b>	<b>141,128</b>
Average Daily Attendance	664	538	581	634	567	780	958	2,433
<u>Passes</u>								
Fall, Winter, Spring Passes Sold	1	-	-	-	-	-	1	2
Annual Passes Sold	161	127	194	168	309	437	137	1,533
<b>Total Passes Sold</b>	<b>162</b>	<b>127</b>	<b>194</b>	<b>168</b>	<b>309</b>	<b>437</b>	<b>138</b>	<b>1,535</b>
<u>Other</u>								
Lesson Registrations	9	-	-	-	-	310	8	327
Class/Event Registrations	103	36	3	1	146	183	92	564
Meeting Room Reservations	27	27	32	31	33	16	12	178
Meeting Room Hours Reserved	65	44	50	50	71	35	53	368
Swim Lane Hours Reserved	990	773	412	940	913	342	112	4,482
<b>Revenue</b>								
Daily Admission	\$ 22,801	\$ 27,117	\$ 30,373	\$ 25,566	\$ 22,707	\$ 27,654	\$ 24,312	\$ 156,217
Passes	25,424	17,995	28,500	26,307	58,268	99,178	23,007	255,672
Programming Registrations	10,075	22,654	5,824	10,477	10,133	16,073	7,155	75,237
Meeting Room Reservations	2,325	2,200	2,550	2,613	2,850	1,750	1,150	14,288
Swim Lane Reservations	4,055	4,972	1,864	4,005	5,533	1,750	1,015	22,178
Other	17,570	10,059	123	123	147	134	225,095	28,157
<b>Total Revenue</b>	<b>\$ 82,250</b>	<b>\$ 84,998</b>	<b>\$ 69,234</b>	<b>\$ 69,090</b>	<b>\$ 99,639</b>	<b>\$ 146,538</b>	<b>\$ 281,734</b>	<b>\$ 833,483</b>
<b>Expenses</b>								
Personnel*	\$ 80,195	\$ 99,521	\$ 98,751	\$ 99,583	\$ 95,897	\$ 174,086	\$ 131,317	\$ 779,350
Building R&M	3,468	7,823	22,438	12,029	8,775	33,965	25,329	113,826
Supplies & Materials	3,616	3,550	25,388	14,430	11,534	14,750	10,669	83,938
Utilities	21,859	37,445	54,191	28,799	27,269	29,179	33,832	232,574
Other	848	1,574	9,265	3,827	2,210	2,390	5,506	25,620
<b>Total Expenses</b>	<b>\$ 109,986</b>	<b>\$ 149,914</b>	<b>\$ 210,033</b>	<b>\$ 158,668</b>	<b>\$ 145,686</b>	<b>\$ 254,369</b>	<b>\$ 206,653</b>	<b>\$ 1,235,308</b>
<i>*June and Dec have 3 pay periods</i>	2	2	2	2	2	3	2	
<b>Summary</b>								
Total Revenue	\$ 82,250	\$ 84,998	\$ 69,234	\$ 69,090	\$ 99,639	\$ 146,538	\$ 281,734	\$ 833,483
Total Expenses	109,986	149,914	210,033	158,668	145,686	254,369	206,653	1,235,308
<b>Operating Surplus/(Loss)</b>	<b>\$ (27,736)</b>	<b>\$ (64,915)</b>	<b>\$ (140,799)</b>	<b>\$ (89,578)</b>	<b>\$ (46,046)</b>	<b>\$ (107,831)</b>	<b>\$ 75,081</b>	<b>\$ (401,825)</b>

**City of Sioux Falls Golf Courses  
Income Statement  
July 31, 2023**

----- Current Month -----						----- Year To Date -----					
Prairie Green	Elmwood	Kuehn Park	Consolidated	Budget	Prior Year	Prairie Green	Elmwood	Kuehn Park	Consolidated	Budget	Prior Year
5,842	10,435	5,612	21,889	18,520	20,953	18,979	33,386	16,795	69,160	60,900	61,618
71,316	134,245	55,471	261,032	227,164	250,843	227,406	398,191	158,143	783,740	750,201	680,681
37,634	35,162	9,448	82,245	73,500	70,845	130,534	147,400	23,752	301,686	284,589	296,826
20,404	15,122	13,815	49,340	40,716	41,903	69,008	53,012	47,596	169,617	132,060	132,475
66,337	104,024	35,152	205,514	171,094	196,652	249,916	325,678	111,350	686,944	616,292	593,957
66,938	100,118	13,111	180,166	172,815	151,673	227,770	278,431	40,660	546,861	472,387	403,666
49,050	44,186	21,721	114,957	98,922	99,650	183,532	173,495	85,699	442,727	395,685	377,917
<b>311,678</b>	<b>432,857</b>	<b>148,718</b>	<b>893,254</b>	<b>784,211</b>	<b>811,566</b>	<b>1,088,166</b>	<b>1,376,207</b>	<b>467,202</b>	<b>2,931,575</b>	<b>2,651,214</b>	<b>2,485,522</b>
12,773	19,241	5,216	37,230	40,410	35,223	49,431	78,594	12,528	140,553	137,340	122,886
24,154	33,879	3,976	62,009	58,194	56,499	76,599	87,596	12,705	176,900	156,963	136,883
36,927	53,119	9,191	99,238	98,604	91,722	126,030	166,190	25,233	317,453	294,303	259,769
<b>274,751</b>	<b>379,738</b>	<b>139,527</b>	<b>794,015</b>	<b>685,607</b>	<b>719,844</b>	<b>962,135</b>	<b>1,210,017</b>	<b>441,969</b>	<b>2,614,122</b>	<b>2,356,911</b>	<b>2,225,753</b>
18,654	25,100	15,280	59,034	55,882	52,466	115,852	125,744	57,161	298,757	298,069	268,828
81	315	-	396	1,568	869	3,917	5,059	4,654	13,630	15,639	11,730
23,849	32,978	7,498	64,325	49,179	49,419	79,947	93,120	21,760	194,828	178,372	165,793
74,102	109,116	16,543	199,761	164,383	139,495	328,298	412,992	79,410	820,701	743,371	639,203
17,098	32,062	774	49,934	38,554	45,906	78,053	122,311	3,226	203,590	175,098	157,225
36,583	38,116	13,086	87,785	83,209	71,747	255,504	233,532	89,625	578,661	558,269	466,166
-	-	-	-	3,126	-	-	918	-	918	9,295	-
<b>170,366</b>	<b>237,688</b>	<b>53,181</b>	<b>461,235</b>	<b>395,901</b>	<b>359,902</b>	<b>861,571</b>	<b>993,678</b>	<b>255,836</b>	<b>2,111,084</b>	<b>1,978,113</b>	<b>1,708,945</b>
<b>104,384</b>	<b>142,050</b>	<b>86,346</b>	<b>332,781</b>	<b>289,706</b>	<b>359,942</b>	<b>100,565</b>	<b>216,340</b>	<b>186,133</b>	<b>503,037</b>	<b>378,798</b>	<b>516,808</b>
-	-	-	-	-	-	-	-	-	-	-	-
-	5,597	-	5,597	5,000	5,000	-	30,659	-	30,659	27,600	27,300
(8,829)	(12,195)	(1,062)	(22,086)	(17,150)	(21,301)	(49,652)	(63,340)	(8,099)	(121,091)	(120,050)	(147,642)
(23)	(82)	-	(105)	(817)	(1,210)	(355)	(856)	-	(1,211)	(8,316)	(12,392)
(3,392)	(6,802)	-	(10,194)	-	-	308	(3,649)	-	(3,341)	-	(1,258)
-	-	-	-	-	-	-	-	-	-	-	-
<b>92,141</b>	<b>128,569</b>	<b>85,284</b>	<b>305,993</b>	<b>276,739</b>	<b>342,431</b>	<b>50,866</b>	<b>179,154</b>	<b>178,034</b>	<b>408,053</b>	<b>278,032</b>	<b>382,816</b>