



SIOUX FALLS PARKS AND RECREATION BOARD MEETING

Wednesday, August 19, 2026, 4 p.m.

Carnegie Town Hall

235 W. 10th St, Sioux Falls, SD

The City of Sioux Falls is committed to providing access and accommodation in its services, programs, and activities. To make a request connected to a disability, please contact the Human Relations Office at 605-367-8745 or humanrelations@siouxfalls.gov at least 24 hours in advance of the meeting.

ORDER OF BUSINESS

1. Roll call and determination of a quorum.
2. Reading, correction, and approval of the minutes of the preceding meeting.
3. Approval of the agenda.
4. Public input.

Public input will be received at this time for any items appearing on the agenda and for any other items not appearing on the agenda. Please be advised that this will be the only time public input will be received during this meeting. Each speaker will have a time limit of 3 minutes.

5. Unfinished business.
6. New business.
 - a. Agreement to Convey Real Estate – Mike Patten
7. Report of Director of Parks and Recreation.
 - a. June Aquatics Report
 - b. June Golf Report
8. Open Board discussion.
9. Adjournment. Persons requiring special accommodation for participation in any programs or activities sponsored by Sioux Falls Parks and Recreation should call 605-367-8222 during regular business hours at least 48 hours prior to the event. Special needs will be accommodated whenever reasonably possible.



SIOUX FALLS PARKS AND RECREATION BOARD MEETING MINUTES

Wednesday, July 15, 2026, 4 p.m.
Carnegie Town Hall
235 W. 10th St, Sioux Falls, SD

Roll Call and Determination of Quorum

Members present: Teresa Cauwels, Michael Conlin, Pam Hanneman, Justin Smith & Angela Schoffelman

Members absent: Mike Begeman & Brooke Wegener

Parks and Recreation staff present: Brett Kollars, Assistant Director; Mike Patten, Parks Planning and Projects Manager; Josh Johnson, Parks Operations Manager; Jackie Nelson, Recreation Manager; Mackenzie Songstad, City Services Technician.

Others present: Karen Leonard, City Attorney's Office; Catherine Schlimgen, City Attorney's Office; Jody Moss, City Council Staff; Erin Bofenkamp, City of Sioux Falls Public Works; Maren Engel, City of Sioux Falls Arts Coordinator; Mary Kolsrud, Sioux Falls Area Community Foundation

Approval of Minutes (June 17, 2026)

A motion to correct the spelling error from Colin to Conlin in the minutes was made by Hanneman and seconded by Schoffelman. Motion passed unanimously with all present Board members voting yes.

A motion to approve the minutes as corrected was made by Conlin and seconded by Hanneman. Motion passed unanimously with all present Board members voting yes.

Approval of Agenda

A motion to approve the agenda was made by Smith and seconded by Schoffelman. Motion passed unanimously with all present Board members voting yes.

Public Input

None.

Unfinished Business

None.

New Business

A Conditional Gifting Agreement For The Redevelopment Of A Portion Of Falls Park: A motion to recommend approval of the Conditional Gifting Agreement For The Redevelopment Of A Portion Of Falls Park made by Smith and seconded by Conlin. Motion passed unanimously with all present Board members voting yes.

Permanent Sanitary Sewer Lot 1 Sherman Park: A motion to recommend approval of the Permanent Sanitary Sewer Lot 1 Sherman Park was made by Conlin and seconded by Hanneman. Motion passed unanimously with all present Board members voting yes.

Basketball Backboard Art: A motion to approve the Basketball Backboard Art was made by Hanneman and seconded by Conlin. Motion passed unanimously with all present Board members voting yes

Gate Fees: A motion to approve Gate Fees was made by Smith and seconded by Schoffelman. Motion passed unanimously with all present Board members voting yes.

Report of Director of Parks and Recreation

Brett Kollars started his report stating that he was in Washington D.C a couple months ago representing the National Parks and Recreation Association. They were having conversations with representatives about the Land Water Conservation Fund and what it means to local and state parks. Kollars took a moment to thank Karen Leonard for her service to the City of Sioux Falls and Parks and Recreation. She has served as the Parks and Recreation attorney for 20 years and will be retiring next week. Kollars noted that he is excited for the Bezos Earth Fund project. Kollars thanked the recreation team for making spaces come alive and the operations team for keeping them safe, welcoming and beautiful. Kollars mentioned that CommuniTree project is well underway, it is a 3-million-dollar federal grant from the U.S. Forest Service planting trees in underserved census tracts. Many of the initial planting sites have been exhausted and we are looking to expand the boundaries of the program and extend additional opportunities. Finally, Kollars noted that we are reminded of the weekly events we are hosting in our park system. This past weekend we hosted state softball, hosting over 40,000 visits, 60% of those visitors come from greater than 50 miles away. Nike Cross Country will bring in 10,000 runners and over 60,000 visits, 90% of those visitors come from greater than 50 miles away.

Open Board Discussion

Justin Smith congratulated Karen Leonard on her retirement and thanked her for all her hard work.

Adjournment

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

Secretary

Approved by:

President

CITY USE ONLY	
Agreement No. _____	Dept. No. and MOU _____
P.O. No. _____	Attorney _____
CIP No. _____	Finance _____
Project _____	City Engineer _____

Agreement to Convey Real Estate

1. Mapleton Highlands, LLC, 2201 South Pendar Lane, Sioux Falls, SD 57105, Owner, offers to convey to the City of Sioux Falls, SD (the "City"), the following property located in Minnehaha County, SD:

Tract 1A of Mapleton Highlands Addition to the City of Sioux Falls, Minnehaha County, South Dakota, as shown on plat copy attached to and made part of this agreement.

2. The Owner's offer to convey real estate (the "Agreement") is for and in consideration of One Dollar and other valuable consideration. As part of the consideration, the City shall be entitled to possession of the entire tract at closing, on or before September 30, 2026, and upon taking actual possession at closing, may use the land and construct improvements on it.
3. The Owner shall convey to the City marketable fee title by a good and sufficient warranty deed subject to reservations, easements, and encumbrances now of record against the property as shown on the Commitment For Title Insurance hereby incorporated herein by this reference, except as otherwise agreed in paragraph 5 hereinafter stated. If this agreement is accepted, the Owner agrees to pay all costs that are necessary, in the City Attorney's and/or the title company's underwriters' opinions, to vest in the City a valid and satisfactory fee title to the real estate.
4. The City will accept the real estate, without interest thereon, upon conveyance to the City of title to the land. The City acceptance and payment of closing costs agreed in paragraph 8a. shall be full and just compensation for all obligations of the City hereunder and all claims which Owner may have or assert by reason of the possession or occupancy of the land by the City.

5. The Owner agrees that all taxes, assessments, and encumbrances (real and personal) which are liens against the land at the time of conveyance to the City shall be satisfied by the Owner at or before transfer of title or that the amount of such payment shall be provided at closing as hereinafter described. Real estate taxes for 2025 payable 2026, and 2026 payable 2027 (up to the date of closing), assessed but not levied against the property, shall be apportioned between the City and Owner as of the date of closing. The Owner's share of the taxes shall be provided at closing calculated at the 2026 millage rate applied to the 2026 assessed value, to be held in escrow by the Title Company until payable to the Treasurer of Minnehaha County (the "County"). Any City or County fees taxed due in tax years following the date of closing shall be paid by the City.
6. The following items are reserved to the Owner. They shall be removed from the real estate prior to the date the City takes physical possession of the premises. The items to be retained by Owner are as follows: None.
7. Time is of the essence as to this instrument. If Owner cannot furnish the City proof of valid and satisfactory fee title for the property on or before September 30, 2026, at closing, the City may, without damage or costs, consider this agreement null and void. City and Owner agree to reasonably extend the closing date in the agreement until such times as the necessary mortgage or lien releases and payoffs are obtained by the title company.
8. This agreement is conditioned upon the following:
 - a. Getty Abstract & Title Company closing date will be on or before September 30, 2026. The City will pay all closing costs related to closing/escrow fee, title company attorney's fee for City, title insurance policy cost, and the Minnehaha County Register of Deeds' recording fee.
 - b. All parties are represented by counsel and have been advised by their respective attorneys with respect to this agreement to convey real estate agreement.
 - c. The City's agreement to convey real estate agreement document with the Owner will be presented to the City Council for approval and issuance of authorization for the Mayor to sign on behalf of the City. The Owner will receive a signed original document after this process has been completed.
 - d. Exempt from transfer fee pursuant to SDCL § 43-4-22 (2).
 - e. The warranty deed shall include a restriction that the land covered by this agreement shall be used for park purposes once a park is established by the City. Owner agrees to allow interim use in accordance with Owner's existing farm lease (attached for reference as Exhibit A). City agrees to honor Owner's existing lease until it expires at the end of 2026.

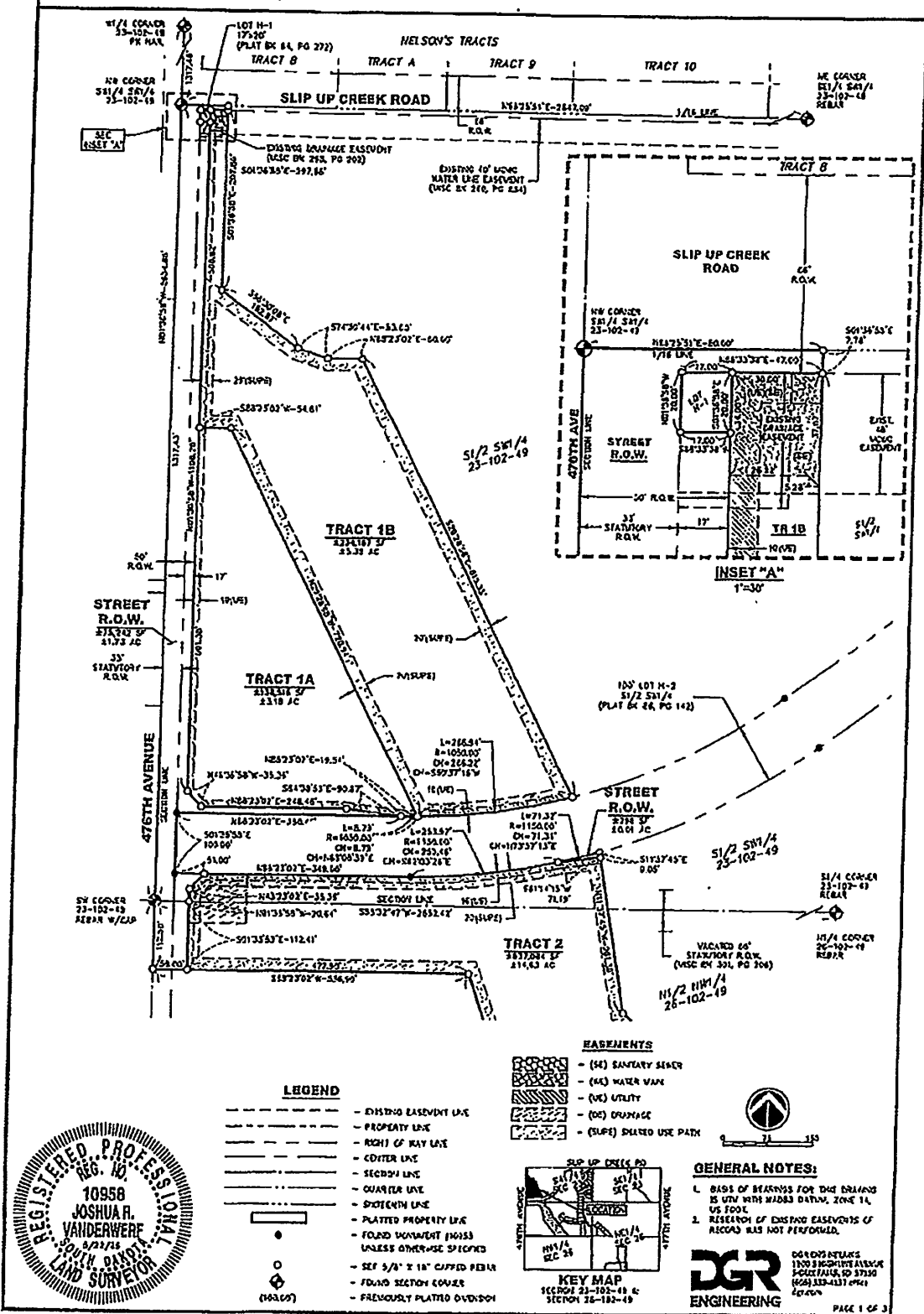
Accepted by the City of Sioux Falls, SD, on _____, 2026.

Mayor
City of Sioux Falls, South Dakota

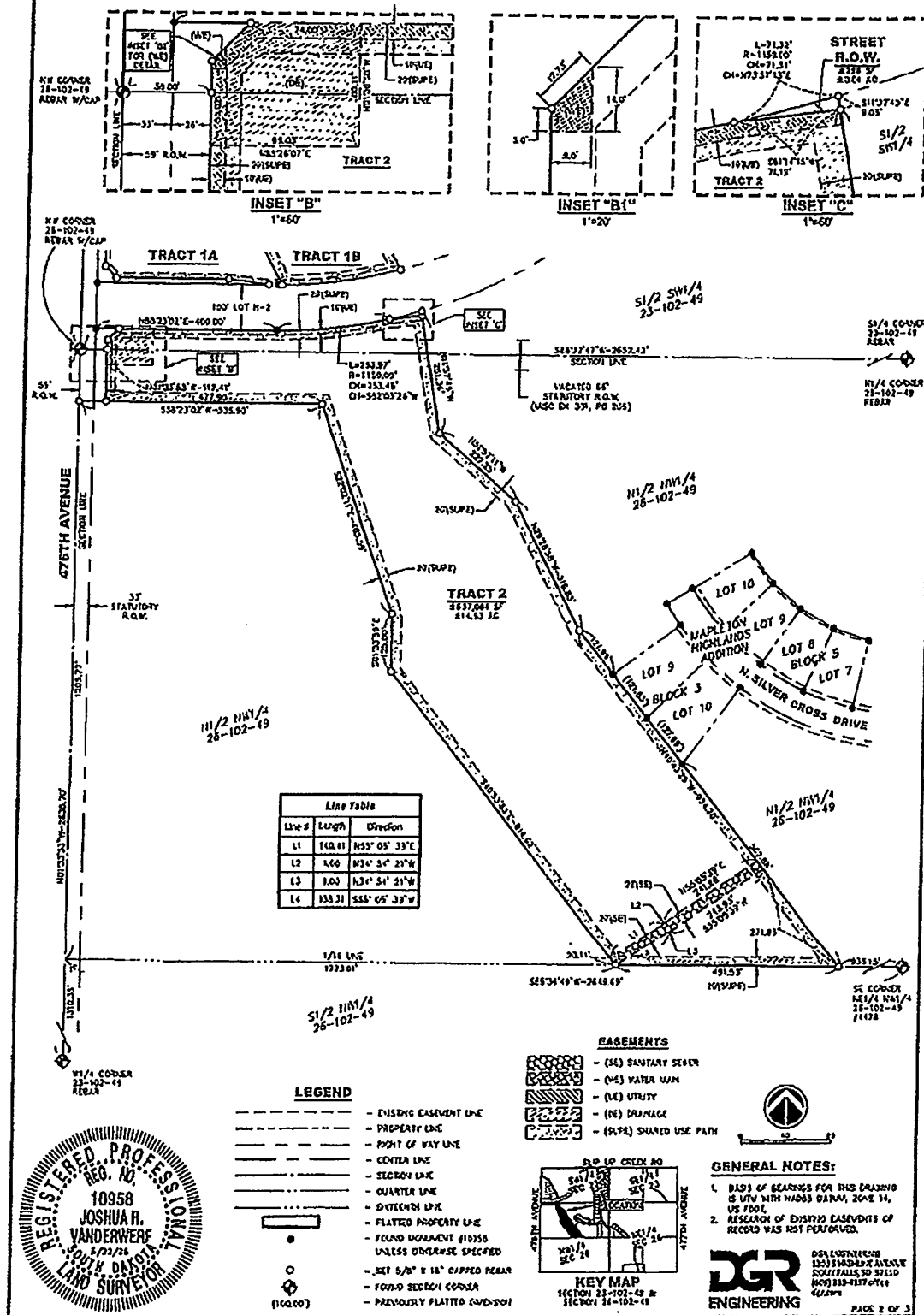
Attest: City Clerk

Prepared by: City of Sioux Falls
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402
Phone: 605-367-8801

1. THE STATE OF TEXAS, County of EL PASO, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County.



**PLAT OF TRACT 1A, TRACT 1B, & TRACT 2
MAPLETON HIGHLANDS ADDITION
TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA
CONTAINING ±24.93 ACRES (INCLUDING ±1.74 ACRES R.O.W.)**



PLAT OF TRACT 1A, TRACT 1B, & TRACT 2
MAPLETON HIGHLANDS ADDITION
TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA
CONTAINING ±24.93 ACRES (INCLUDING ±1.74 ACRES R.O.W.)

SURVEYOR'S CERTIFICATE

I, JOSHUA R. VANDERWERF, A REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA DO HEREBY CERTIFY THAT ON OR BEFORE MAY 1, 2018, I HAVE SURVEYED A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2 SW1/4) OF SECTION 23, TOWNSHIP 102 NORTH, RANGE 43 WEST OF THE 3RD PM, MINNEHAHA COUNTY, SOUTH DAKOTA AND A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N1/2 SW1/4) OF SECTION 24, TOWNSHIP 102 NORTH, RANGE 43 WEST OF THE 3RD PM, MINNEHAHA COUNTY, SOUTH DAKOTA AND PLATTED THE SAME INTO TRACT 1A, TRACT 1B, & TRACT 2 OF MAPLETON HIGHLANDS ADDITION TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA WITH AREA AND DIMENSIONS AS SHOWN ON THE ABOVE PLAT.

THE SAME SHALL HEREAFTER BE KNOWN AND ENSURED AS TRACT 1A, TRACT 1B, & TRACT 2 OF MAPLETON HIGHLANDS ADDITION TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA.

I FURTHER CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE SAME TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY WAS PERFORMED AT THE REQUEST AND UNDER THE DIRECTION OF THE OWNERS FOR THE PURPOSE OF TRANSFER.

DATED THIS 22ND DAY OF MAY, 2018.



JOSHUA R. VANDERWERF LS REG. NO. 10958
5/23/18

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL 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 DISTINGUISHABLE ZONING, SUBDIVISION AND EASEMENT AND EASEMENT CONTROL REGULATIONS.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER, THE STREETS, ROADS, ALLEYS AND PARKS AND PUBLIC EASEMENTS, IF ANY, AS SHOWN ON SAID PLAT, INCLUDING ALL SEWERS, CULVERTS, DITCHES, WATER DISTRIBUTION LINES, EASEMENTS AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ROADS, ALLEYS, PARKS AND PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, FENCE, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

DATED THIS ____ DAY OF _____, 2018.

MAPLETON HIGHLANDS, LLC
BY DAKOTA SKY PARTNERS, LLC
1156 MINNEHAHA AVENUE
SIOUX FALLS, SD 57104
1156 PRESIDENT

STATE OF _____)
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2018, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED DAKOTA SKY PARTNERS, LLC AND ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT OF DAKOTA SKY PARTNERS, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, THE MANAGING MEMBER OF MAPLETON HIGHLANDS, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, AND THAT HE, AS SUCH OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED BY DOWING THE NAME OF THE COMPANY HERETO AS PRESIDENT.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

NOTARY SIGNATURE
MY COMMISSION EXPIRES _____

CITY ENGINEER'S CERTIFICATE

I, JAMES BERG, CITY ENGINEER OF THE CITY OF SIOUX FALLS, DO HEREBY CERTIFY THAT THE PLAT HAS BEEN REVIEWED BY ME OR MY AUTHORIZED AGENT AND THAT THIS PLAT IS RECOMMENDED FOR APPROVAL TO THE EXTENT THE PLATTED PROPERTY LIES WITHIN THE BOUNDARIES OF THE CITY OF SIOUX FALLS. I HEREBY CERTIFY THAT ACCESS TO CITY STREETS (DIRECT ACCESS OR THROUGH ACCESS (EASEMENT OR EASEMENTS)) HAS BEEN APPROVED AS PROVIDED BY CITY ORDINANCE. THIS DOES NOT CONSTITUTE APPROVAL OF THE SPECIFIC DESIGN OR PRECISE LOCATION OF SUCH ACCESS, AND FURTHER, DOES NOT CONSTITUTE APPROVAL OF ACCESS TO PRIVATE STREET, EASEMENT OR COUNTY ROADS OR HIGHWAYS, OR ANY AREAS OUTSIDE THE BOUNDARIES OF THE CITY OF SIOUX FALLS.

SIGNED ON THIS ____ DAY OF _____, 2018.

JAMES BERG, CITY ENGINEER
CITY OF SIOUX FALLS, SOUTH DAKOTA

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

I, JEFF LOGGINS, CITY DIRECTOR OF PLANNING AND DEVELOPMENT 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: CH - CONSERVATION 1.0013 ACRES
REC - RECREATION 1.04 ACRES

JEFF LOGGINS, CITY DIRECTOR OF PLANNING
AND DEVELOPMENT SERVICES
CITY OF SIOUX FALLS, SOUTH DAKOTA

CITY FINANCE OFFICER'S CERTIFICATE

I, SHAWN PROCKEIT, CLERK APPOINTED, QUALIFIED AND ACTING CITY FINANCE OFFICER OF THE CITY OF SIOUX FALLS, SOUTH DAKOTA, HEREBY CERTIFY THAT THE CERTIFICATES OF APPROVAL ARE TRUE AND CORRECT INCLUDING THE DONATION THEREON, AND THAT ANY SPECIAL ASSIGNMENTS SHOWN ARE LIES UPON THE LAND SHOWN IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS IN MY OFFICE HAVE BEEN PAID IN FULL.

DATED THIS ____ DAY OF _____, 2018.

SHAWN PROCKEIT, CITY FINANCE OFFICER
CITY OF SIOUX FALLS, SOUTH DAKOTA

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED, COUNTY TREASURER FOR MINNEHAHA COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE DUE UPON ANY LAND INCLUDED IN THE ABOVE AND FOREGOING PLAT AS SHOWN BY THE RECORDS OF MY OFFICE HAVE BEEN PAID IN FULL.

DATED THIS ____ DAY OF _____, 2018.

TREASURER
MINNEHAHA COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

I, THE UNDERSIGNED, COUNTY DIRECTOR OF EQUALIZATION FOR MINNEHAHA COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

DATED THIS ____ DAY OF _____, 2018.

DIRECTOR OF EQUALIZATION
MINNEHAHA COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS

FILED FOR RECORD THIS ____ DAY OF _____, 2018, AT _____, SD.

AND RECORDED IN BOOK ____ OF PLATS ON PAGE ____

REGISTER OF DEEDS
MINNEHAHA COUNTY, SOUTH DAKOTA

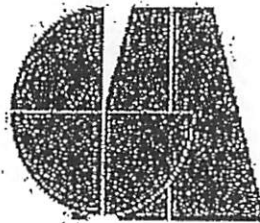
DGR
ENGINEERING
130018 HIGHLAND AVENUE
SIOUX FALLS, SD 57104
(605) 336-1111
www.dgr-engineering.com

PAGE 3 OF 3

Exhibit 1

TITLE COMMITMENT

CITY OF SIOUX FALLS
SF104061



Getty Abstract & Title Company
Est. 1899

Your Business
is
APPRECIATED!

GETTY ABSTRACT & TITLE COMPANY

5800 S. Remington Pl., Suite 120
Sioux Falls, SD, 57108

Phone: (605) 336-0490 Fax: (605) 336-2837

ALTA COMMITMENT FOR TITLE INSURANCE

issued by

Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;

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- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

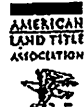
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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The Issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>

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Prepared by: Elizabeth

SCHEDULE A

COMMITMENT

Application No. SF104061

GETTY ABSTRACT & TITLE COMPANY
5800 S Remington Pl, Ste #120
SIOUX FALLS, SD 57108
(605) 336-0490 FAX (605) 336-2837

Agent for: Old Republic National Title Insurance Company

1. Commitment Date: June 17, 2026 at 07:30 AM.
2. Policy (or Policies) to be Issued:
 - (a) Owner's Policy (ALTA Own. Policy (6/17/06)) Policy Amount \$159,000.00
Proposed Insured:
CITY OF SIOUX FALLS
 - (b) Loan Policy (ALTA Loan Policy (6/17/06)) Policy Amount \$
Proposed Insured:
 - (c) Policy Amount \$
Proposed Insured:
3. Fee Simple Interest in the land described in this Commitment is owned, at the Commitment Date, by:
MAPLETON HIGHLANDS, LLC, a South Dakota limited liability company
4. The land referred to in the Commitment is described as follows:
TRACT 1A OF MAPLETON HIGHLANDS ADDITION TO THE CITY OF SIOUX FALLS,
MINNEHAHA COUNTY, SOUTH DAKOTA, ACCORDING TO THE RECORDED PLAT THEREOF

PROPERTY ADDRESS: TBD SIOUX FALLS, SD 57104

Prepared for:
CITY OF SIOUX FALLS

SF104061

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Title Company requires a fully executed Purchase Agreement in order to conduct a closing in our office.
6. A copy of the operating agreement setting forth the manager(s) required to sign on behalf of MAPLETON HIGHLANDS, LLC
7. Warranty Deed executed by MAPLETON HIGHLANDS, LLC, conveying to CITY OF SIOUX FALLS.
8. Partial Release of Mortgage set out at Item 4 of Schedule B - Section II hereof.
9. Payment of taxes and any other impositions as set out at Item 3 of Schedule B-Section II hereof.

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SF104061

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Standard Exceptions:
 - a) Rights or claims of parties in possession not shown by public records.
 - b) Easements or claims of easements where no notice thereof appears in public records.
 - c) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
 - d) Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Taxes or special taxes and assessments which are not shown as existing liens by the public records.

General and special taxes and assessments as hereafter listed, if any, shown to be liens against tax parcel number 014492 (all amounts shown being exclusive of interest, penalties and costs).

2025 Real Estate Taxes, due and payable in 2026, in the full sum of \$790.40, are paid in full.

Taxes assessed against S1/2 SW1/4 (Ex H-1 & H-2) 23-102-49 Mapleton Township Annexed into the City of Sioux Falls by Res #23-25.

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4. Mortgage - Collateral Real Estate Mortgage - 180 Day Redemption to secure the principal indebtedness of \$8,038,000.00, and any other amounts payable in the terms thereof, dated September 16, 2025, filed for record September 22, 2026, at 10:14 and recorded in Book 2005 of Mortgages on page 469, in the Office of Minnehaha County Register of Deeds, executed by Mapleton Highlands, LLC, as Mortgagor(s), to The First National Bank in Sioux Falls, as Mortgagee.
5. Vested Drainage Easement filed for record June 29, 1992, at 3:10 PM, and recorded in Book 202 of Misc., on page 257.
6. Assignment of Easement in favor of The United States of America, acting by and through the Geological Survey of the United States Department of Interior by Instrument dated March 26, 1993, filed for record March 26, 1993, at 2:10 PM, and recorded in Book 208 of Misc., on page 467. Said Easement Water Transmission Line and associated facilities; The EROS Waterline. For further details refer to the recorded instrument.
7. Right of Way Easement in favor of Minnehaha Community Water Corp., dated August 29, 2008, filed for record October 6, 2008, at 12:00 PM, and recorded in Book 260 of Misc., on page 884, to construct, install, use, operate, inspect, maintain, replace and remove water lines and appurtenant facilities. Said Easement shall be occupied only by mainline distribution pipe, together with its appurtenances, which shall be located within an area 40 feet in width, running immediately adjacent to the South side of the public right-of-way line for Slip Up Creek Road and along the entire North boundary of S1/2SW1/4 23-102-49. For further details refer to the recorded instrument.
8. Right of Way Easement in favor of Minnehaha Community Water Corp., dated December 16, 2016, filed for record December 22, 2016, at 09:41, and recorded in Book 283 of Misc., on page 396, to construct, install, use, operate, inspect, maintain, replace and remove water lines and appurtenant facilities. Said Easement shall be occupied only by a water service connection line, together with its appurtenances, located along a route 20 feet in width, the center line of which shall be the water service connection line as constructed within the S1/2SW1/4 23-102-49. For further details refer to the recorded instrument.
9. Permanent Drainage Easement in favor of Minnehaha County by instrument dated June 20, 2022, filed for record July 1, 2022, at 09:05, and recorded in Book 298 of Misc., on page 200. Said Easement to construct, maintain and repair storm drainage facility upon the SE1/4SW1/4 23-102-49. For further details refer to the recorded instrument.
10. Permanent Drainage Easement in favor of Minnehaha County by instrument dated June 20, 2022, filed for record July 1, 2022, at 09:05, and recorded in Book 298 of Misc., on page 202. Said Easement to construct, maintain and repair storm drainage facility upon the SW1/4SW1/4 23-102-49. For further details refer to the recorded instrument.
11. Easements depicted on the Plat of Mapleton Highlands Addition as filed for record June 11, 2026, at 09:11, and recorded in Book 88 of Plats, on page 136.

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533108238

ANNUAL REPORT

Secretary of State
500 E. Capitol Ave
Pierre, SD 57501-5070
(605) 773-4845

Domestic Limited Liability Company
SDCL 47-34A-211; 59-11-24, 24.1

Please Type or Print Clearly in Ink
Please submit one Original
Make payable to the SECRETARY OF STATE

Filing Fee: \$55

Total Fee: \$55

2025
FILING YEAR

1. Business ID and Name:

DL282499
BUSINESS ID

MAPLETON HIGHLANDS, LLC
BUSINESS NAME

2. The jurisdiction under whose law it is formed South Dakota

3. The address of the principal executive office (business address):

Actual Street Address

2201 S. PENDAR LANE
SIOUX FALLS, SD 57105

Mailing Address

2201 S. PENDAR LANE
SIOUX FALLS, SD 57105

4. The South Dakota Registered Agent's Name:

South Dakota law permits the registered agent to be either (a) a noncommercial registered agent, or (b) a commercial registered agent.

(a) The South Dakota Noncommercial Registered Agent's name

Name **JENNIFER L. LARSEN**

Actual Street Address in this State

600 S MAIN AVE STE 102
SIOUX FALLS, SD 57104-4992

Mailing Address in this State

PO BOX 964
SIOUX FALLS, SD 57101-0964

5. If the LLC is manager-managed, list the names and addresses of its Managers. SDCL 59-11-24. If the LLC is member-managed, this section may be left blank.

6. 43-2A-1, "Agricultural land" defined.

For purposes of this chapter, the term "agricultural land" means land capable of use in the production of agricultural crops, timber, livestock or livestock products, poultry or poultry products, milk or dairy products, or fruit and other horticultural products but does not include any royalty interest, any oil, gas, or other mineral interest, or any lease, right-of-way, option, or easement relating thereto, or any land zoned by a local governmental unit for a use other than and nonconforming with agricultural use

Does the entity own any Agricultural land? (Required)

No

If the answer is yes, please answer below

"Foreign Beneficial Owner" "Foreign entity" is registered outside of the United States or its territories or has more than ten percent ownership by a foreign government, foreign person, or any combination thereof. "Foreign Government" A Government or state-controlled enterprise of a government, other than the United States, its states, its territories, or its federally recognized Indian Tribes. "Foreign Person" A natural Person who is not a United States Citizen or a resident.

Does the entity have any foreign beneficial owners/interests?

B0382-0064 09/15/2025 1:22PM Rec'd by SD SOS



N/A

If the answer is yes to the questions above, please provide the information below

Provide a legal description of the agricultural land or a description of the land's common location in the space provided below.

N/A

The total acreage of agricultural land held by the entity.

N/A

The Current use of the agricultural land. As defined in SDCL 43-2A-1.

Check all that apply:

N/A

7. Beneficial Owners (optional): A beneficial owner is a person who has or in some manner controls an equity security. Please consult an attorney for legal advice if you have any questions concerning this entry. Any question under this heading is considered a request for legal advice and the secretary of state's office is, by statute, not permitted, to provide legal advice.

No person may execute this report knowing it is false in any material respect. Any violation may be subject to a criminal penalty (SDCL 22-39-36).

09/15/2025

Dated

Email (Optional)

Danny Amundson

Signature of an Authorized Person

Danny Amundson

Printed Name

B0382-0065 09/15/2025 1:22PM Rec'd by SD SOS

Exhibit A

Land Lease Agreement

- Date: 7/16/26
- Landlord (Lessor): Mapleton Highlands, LLC
Address: 2571 Westlake Dr Ste.100, Sioux Falls, SD, 57106
- Tenant (Lessee): Mike Burns
Address: 46339 251st Street Colton Sd 57018

1. Description of Land

The Landlord lets the Tenant use the following piece of land:

Location/Address or Description: N ½ NW ¼ 26 102 49 Mapleton

Size/Acreage: 47 Acres

2. Term of Lease

This lease starts on 7/16/26 and ends on 12/31/26. It is a fixed-term agreement.

3. Permitted Use

The Tenant can use the land *only* for the following specific purpose:

Grazing

The Tenant cannot use the land for any other reason without written permission from the Landlord.

4. Rent

The Tenant agrees to pay the Landlord \\$_2820 per year, due on the ____ day of each payment period.

5. Signatures

Both parties agree to the rules written above.

- Landlord Signature: [Signature] Date: 7-23-26
- Tenant Signature: [Signature] Date: 7-23-26

2026
MIDCO AQUATIC CENTER OPERATING DASHBOARD
(Unaudited)

	Jan	Feb	Mar	Apr	May	Jun	YTD Total
Statistics							
<u>Attendance</u>							
Daily Attendance	6,018	6,553	6,599	5,925	5,625	5,309	36,029
Swim Pass Attendance	5,188	5,253	5,517	5,502	8,625	12,404	42,489
Swim Lesson Attendance	-	2,124	1,996	2,472	932	697	8,221
Swim Team Attendance	1,317	1,805	644	1,235	934	410	6,345
Swim Meet Attendance	4,638	46	55	558	2,388	24,155	31,840
Other Attendance	2,159	1,143	594	1,266	612	958	6,732
Total Attendance	19,320	16,924	15,405	16,958	19,116	43,933	131,656
Average Daily Attendance	644	604	497	585	617	1,464	368
<u>Passes</u>							
Fall, Winter, Spring Passes Sold	2	-	-	-	-	-	2
Annual Passes Sold	181	144	121	173	231	242	1,092
Total Passes Sold	183	144	121	173	231	242	1,094
<u>Other</u>							
Lesson Registrations	18	425	476	34	61	131	1,145
Class/Event Registrations	53	17	39	33	32	58	232
Meeting Room Reservations	32	37	34	33	23	18	177
Meeting Room Hours Reserved	58	69	64	55	44	35	323
Swim Lane Hours Reserved	892	861	376	681	532	202	3,543
Revenue							
Daily Admission	\$ 24,160	\$ 26,600	\$ 26,590	\$ 23,455	\$ 26,204	\$ 25,482	\$ 152,489
Passes	30,624	23,325	18,466	30,376	71,281	65,847	239,919
Programming Registrations	7,757	26,494	27,285	1,894	11,872	11,799	87,100
Meeting Room Reservations	2,875	3,725	3,400	2,825	2,200	1,875	16,900
Swim Lane Reservations	3,854	4,279	2,460	3,201	3,137	1,164	18,095
Other	17,553	59	66	13	40	59	17,790
Total Revenue	\$ 86,823	\$ 84,482	\$ 78,266	\$ 61,763	\$ 114,733	\$ 106,226	\$ 532,292
Expenses							
Personnel*	\$ 77,218	\$ 124,010	\$ 130,552	\$ 125,534	\$ 195,543	\$ 159,597	\$ 812,454
Building R&M	-	2,830	36,204	9,120	12,960	15,044	76,159
Supplies & Materials	127	14,188	39,377	10,417	10,843	10,594	85,547
Utilities	31,708	25,008	38,959	27,084	55,852	35,797	214,408
Other	12,673	2,730	1,913	2,382	2,244	2,684	24,625
Total Expenses	\$ 121,726	\$ 168,765	\$ 247,005	\$ 174,538	\$ 277,443	\$ 223,717	\$ 1,213,193
*May and Oct have 3 pay periods	2	2	2	2	2	3	
Summary							
Total Revenue	\$ 86,823	\$ 84,482	\$ 78,266	\$ 61,763	\$ 114,733	\$ 106,226	\$ 532,292
Total Expenses	121,726	168,765	247,005	174,538	277,443	223,717	1,213,193
Operating Surplus/(Loss)	\$ (34,903)	\$ (84,284)	\$ (168,739)	\$ (112,775)	\$ (162,709)	\$ (117,491)	\$ (680,901)

**City of Sioux Falls Golf Courses
Income Statement
June 30, 2026**

----- Current Month -----					
Prairie Green	Elmwood	Kuehn Park	Consolidated	Budget	Prior Year
7,147	11,651	5,959	24,757	23,070	23,091
89,438	145,992	59,214	294,643	322,373	295,029
23,153	44,245	8,213	75,611	77,440	81,322
24,365	18,840	12,856	56,061	58,430	56,135
84,630	120,706	37,008	242,343	234,631	224,313
81,775	146,560	13,952	242,287	227,107	193,443
65,560	60,423	30,488	156,471	144,650	144,855
368,921	536,766	161,730	1,067,418	1,064,631	995,097
7,898	25,461	3,818	37,177	47,005	44,100
24,597	46,571	5,107	76,275	74,166	45,682
32,494	72,032	8,925	113,452	121,171	89,782
336,427	464,734	152,805	953,966	943,460	905,315
22,383	25,323	15,400	63,106	65,976	64,789
198	509	-	708	2,500	1,851
40,459	51,796	9,938	102,193	94,495	65,513
95,638	150,360	18,467	264,465	196,354	191,435
24,842	52,524	304	77,670	61,408	50,513
44,723	67,456	24,213	136,393	133,177	141,106
-	9,450	-	9,450	3,857	7,574
228,244	357,418	68,322	653,984	557,767	522,781
108,183	107,316	84,483	299,982	385,693	382,534
-	-	-	-	-	-
-	7,234	-	7,234	6,500	6,394
4,416	-	-	4,416	-	5,174
(6,058)	(11,818)	(1,945)	(19,821)	(11,850)	(9,746)
-	-	-	-	-	-
-	-	-	-	-	-
106,541	102,732	82,538	291,810	380,343	384,356

Rounds Played

Revenues

Greens Fees
Pro Shop
Driving Range
Carts
Food & Beverage
Annual Passes

Total Revenues

Cost of Goods Sold

Merchandise
Food & Beverage

Gross Profit

Operating Expenses

Pro Shop
Driving Range
Carts
Course Maintenance
Food & Beverage
General & Administration
Membership

Total Operating Expenses

EBITDA

City Purchased Assets
Hotel Lease Income
Interest Income
Depreciation
Interest Expense
Gain/Loss on Sale of Asset
Other Income/Expense

Net Income

----- Year To Date -----					
Prairie Green	Elmwood	Kuehn Park	Consolidated	Budget	Prior Year
17,023	28,603	14,668	60,294	52,640	55,835
198,555	354,491	134,722	687,767	728,881	680,082
95,023	138,622	19,008	252,653	263,905	271,693
67,523	47,766	38,090	153,379	151,440	154,387
207,055	306,248	88,139	601,441	580,673	542,764
182,390	386,476	32,326	601,192	518,398	424,401
187,206	177,733	89,624	454,562	433,950	420,383
937,752	1,411,336	401,908	2,750,996	2,677,247	2,493,710
31,980	80,587	9,516	122,083	144,520	130,231
54,483	124,165	11,809	190,457	168,205	129,416
86,463	204,752	21,325	312,540	312,725	259,647
851,289	1,206,584	380,583	2,438,456	2,364,522	2,234,063
106,716	113,951	62,368	283,036	305,391	297,670
1,262	11,586	8,374	21,221	21,960	20,607
91,705	114,842	26,662	233,209	214,355	156,159
322,058	437,606	75,720	835,384	714,922	672,935
80,390	235,349	3,970	319,709	222,707	133,820
257,267	288,519	90,989	636,775	591,679	607,812
-	28,713	-	28,713	25,343	22,996
859,398	1,230,566	268,083	2,358,047	2,096,357	1,911,999
(8,109)	(23,982)	112,501	80,409	268,165	322,064
-	-	-	-	(240,679)	-
-	33,969	-	33,969	32,500	32,404
32,539	-	-	32,539	-	31,246
(36,310)	(70,848)	(11,670)	(118,828)	(71,100)	(61,873)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
(11,879)	(60,862)	100,830	28,089	(11,114)	323,841