

SIOUX FALLS PARKS AND RECREATION BOARD MEETING

Wednesday, September 17, 2025

4:00 p.m. Regular Board Meeting

Jacobson Plaza – 810 N Phillips Ave

ORDER OF BUSINESS

1. Roll call and determination of quorum
2. Approval of minutes from August 20, 2025, meeting
3. Public Comment
4. Unfinished business
5. New Business
 - a. Surplus of city property and Agreement for Exchange of Property Between the City of Sioux Falls, SD and H & W Contracting, LLC – Mike Patten
 - b. Set date of hearing for order to remove; appeal or order at 3904 E 7th St, Sioux Falls, SD 57103 – Josh Johnson
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 605-367-8222 during regular business hours at least 48 hours prior to the event. Special needs will be accommodated whenever reasonably possible.

August 20, 2025

A REGULAR MEETING OF THE SIOUX FALLS PARKS AND RECREATION BOARD was held on Wednesday, August 20, 2025, at 4 p.m. at the Outdoor Campus

Roll Call and Determination of Quorum

Members present: Teresa Cauwels, Mike Begeman, Pam Hanneman and Brooke Wegener

Members absent: Justin Smith & Mick Conlin

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

Others Present: Karen Leonard, City Attorney's Office; Jaylyn Schuler, Parks and Recreation Intern; Eli Olson, Parks and Recreation Intern; Mike Cooper, Mary Jo Wegner Arboretum; Bob Greenfield, Resident; Chad Veire, Sioux Falls Golf; Tom Jansa, South Dakota Golf Association; Mary Kolsrud, Sioux Falls Area Community Foundation

Approval of Minutes (July 20, 2025)

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

Public Input

Bob Greenfield spoke about concerns getting a tee time on the Sioux Falls public golf courses.

Unfinished Business

None.

New Business

Comstock Golf Shop Commemorative Naming Application 2025 - 18: A motion to recommend approval of the Comstock Golf Shop Commemorative Naming Application 2025-18 was made by Wegner and seconded by Cauwels. Motion passed unanimously with all present Board members voting yes.

Comstock Golf Shop Commemorative Naming Resolution: A motion to recommend approval of the Comstock Golf Shop Commemorative Naming Resolution was made by Cauwels and seconded by Wegener. Motion passed unanimously with all present Board members voting yes.

McKenna Park Irrigation Gifting Agreement: A motion to recommend approval of the McKenna Park Irrigation Gifting Agreement was made by Hanneman and seconded by Wegener. Motion passed unanimously with all present Board members voting yes.

Arrowhead House Rental Rates: A motion to approve of the Arrowhead House Rental Rates was made by Wegener and seconded by Cauwels. Motion passed unanimously with all present Board members voting yes.

August 20, 2025

Report of Director of Parks and Recreation:

Kearney started his report by stating that the Elmwood Club House construction is going well and still on track for October 1, 2025, substantial competition date. Kearney noted that Jacobson Plaza is seeing between 3,000 to 5,000 people per day. Kearney mentioned that roller skates and roller blades have been ordered thanks to a generous donation from Garry Jacobson. Kearney noted that the City received confirmation that they will receive a three-million-dollar grant for 3,000 tree plantings in the street right of way. This grant will cover the planting of the tree and the first year of care. Property owners are eligible for trees if they live in a qualified census tract. Kearney mentioned that over 151 trees went down in the storm that hit the westside of Sioux Falls at the beginning of August. Kearney noted that the summer trail projects have been completed, and the recreation trail is now fully open. Kearney asked Josh Johnson, Operations Manager, to speak about the new robotic equipment Parks and Recreation is being used. Johnson noted that Parks and Recreation is using two robotic painters and four robotic mowers. The two robotic painters are used at Yankton Trail Park, and the mowers will be used at Jacobson Plaza, the Park maintenance headquarters, Tuthill Garden and West Side Recreation Center. Finally, Kearney asked Park Interns Jaylyn Schuler and Eli Olson to speak on their internship experiences they had this summer.

Items Added After the Agenda Deadline

None.

Reading of Communications to the Board

None.

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

Secretary

Approved by:

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 WITH A PRIVATE LANDOWNER.

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 4A of Rubin's Addition to the City of Sioux Falls, Minnehaha County, SD, containing 174,307 square feet, more or less.

Section 2. That H & W Contracting, LLC, a South Dakota limited liability company, owns property with the following legal description:

That part of Tract 1A of Rubin's Addition to the City of Sioux Falls, Minnehaha County, SD, lying north of the tract of land formerly described as Tract 1 of Rubin's Addition to the City of Sioux Falls, Minnehaha County, SD, containing 242,897 square feet, 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 H & W Contracting, LLC, a South Dakota limited liability company, in accordance with the provisions of SDCL Chapter 6-5-4.

Section 4. An appraisal of the City of Sioux Falls' property prepared by CBRE by Josh Luther, MAI, licensed by the state to do fee appraisals, dated March 13, 2025, is recognized as the appraisal of this property, which is hereby made a part of this ordinance by reference and is on file with the City Clerk. The appraisal shows the fee simple estate market value of the property as of March 13, 2025, is \$60,000.

Section 5. An appraisal of H & W Contracting, LLC's property prepared by CBRE by Josh Luther, MAI, licensed by the state to do fee appraisals, dated March 13, 2025, is recognized as the appraisal of this property, which is hereby made a part of this ordinance by reference and is on file with the City Clerk. The appraisal shows the fee simple estate market value of the property as of March 13, 2025, is \$60,000.

Section 6. On September 17, 2025, the Sioux Falls Parks and Recreation Board [insert vote] recommended surplus of the above-described City property and the “Agreement for Exchange of Property.”

Section 7. 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 8. That the City of Sioux Falls and H & W Contracting, LLC agree to an even exchange of the properties, as the appraised values are equal.

Section 9. That the Mayor is authorized to sign the attached “Agreement for Exchange of Property” on behalf of the City, and any and all documents necessary to make the transfer and conveyance of the above-described property between the City of Sioux Falls and H & W Contracting, LLC, a South Dakota limited liability company, pursuant to and subject to all other conditions and terms and as set forth in the “Agreement for Exchange of Property.”

Section 10. 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: _____.

Paul TenHaken, Mayor

ATTEST:

Jermery J. Washington, City Clerk

RF		CITY USE ONLY	
Agreement No. _____	Dept. No. and MOU _____		
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, SD (the "City") and H & W Contracting, LLC, 3416 West Hovland Drive, Sioux Falls, SD 57107-0256.

WHEREAS, the City owns Tract 4A of Rubin's Addition to the City of Sioux Falls, Minnehaha County, South Dakota, hereinafter Parcel 1, as shown on Exhibit A, attached hereto; and

WHEREAS, H & W Contracting, LLC owns that portion of Tract 1A of Rubin's Addition to the City of Sioux Falls, Minnehaha County, South Dakota lying north of the tract of land formerly described as Tract 1 of Rubin's Addition to the City of Sioux Falls, Minnehaha County, South Dakota, as shown on Exhibit B, attached hereto. Tract 1A, in its entirety, is hereinafter referred to as Parcel 2; 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 H & W Contracting, LLC.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the City and H & W Contracting, LLC agree as follows:

1. H & W Contracting, LLC will transfer to City all of its right, title, and interest in Parcel 2 to the City by warranty deed.
2. The City will transfer to H & W Contracting, LLC all of its right, title, and interest in and to Parcel 1 by warranty deed.
3. Title Company closing date will be on or before November 21, 2025, or upon the effective date of the ordinance, and the City of Sioux Falls will pay all closing costs related to City closing/escrow fee, title company attorney's fee for City, title insurance policy cost for Parcel 2, and the Minnehaha County Register of Deed's recording fee for the warranty deed for Parcel 2.
4. H & W Contracting, LLC shall pay all real estate taxes 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. H & W Contracting, LLC will pay title company attorney's fee for H & W Contracting, LLC, title insurance policy cost for Parcel 1, and the Minnehaha County Register of Deed's recording fee for the warranty deed for Parcel 1.

5. H & W Contracting, LLC shall be responsible for filing the plat of both parcels, with the Minnehaha County Register of Deeds, prior to closing.

6. The real estate is exempt from transfer fee pursuant to SDCL § 43-4-22(2).

IN WITNESS WHEREOF, the City and H & W Contracting, LLC have executed this agreement on the dates shown below.

City of Sioux Falls, South Dakota

H & W Contracting, LLC

By: _____

By: _____

Its: _____

Its: President

Date signed: _____

Date signed: August 13 2025

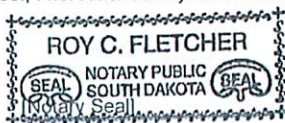
Attest:

City Clerk

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF MINNEHAHA)

On this the 13 day of AUGUST, 2025, before me the undersigned notary public, personally appeared THOMAS HURD, who acknowledged himself/herself to be the PRESIDENT, of H & W Contracting, LLC, a limited liability company, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as such officer.

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

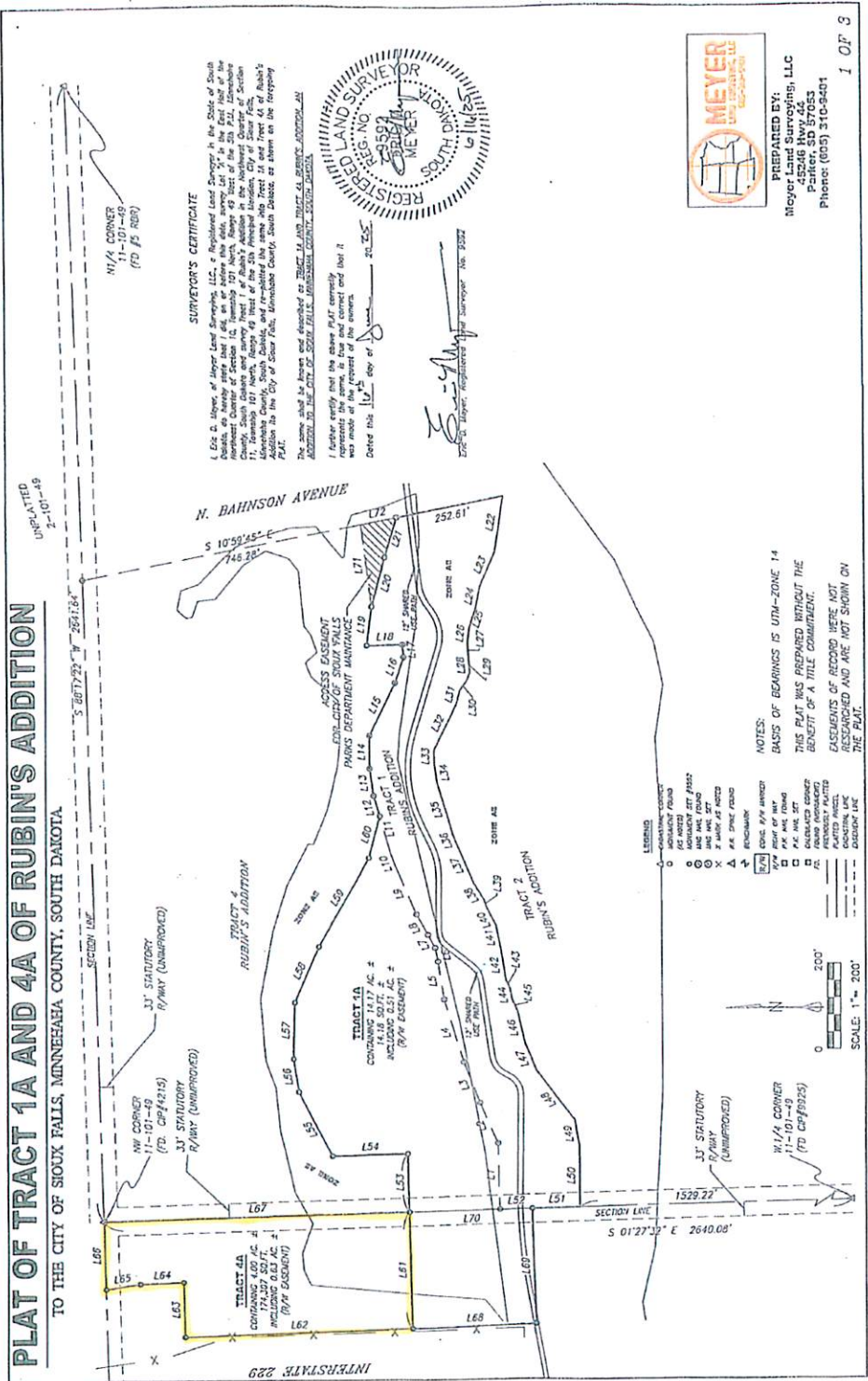


Notary Public SOUTH DAKOTA
My Commission Expires: 7-11-2031

Prepared by: City of Sioux Falls
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402
Phone: 605-367-8601

PLAT OF TRACT 1A AND 4A OF RUBIN'S ADDITION

TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA.



SURVEYOR'S CERTIFICATE

I, Eric C. Harper, of Harper Land Surveying, LLC, a registered Land Surveyor in the State of South Dakota, do hereby certify that I did, on the 14th day of the month of June, 1998, personally survey and locate the above described section, 43rd of the 25th P.M. Township 35th North, Range 101st West, 11th South, and survey 40th West of the 1st of the 1st Addition in the Northwest Quarter of Section 11, Township 35th North, Range 101st West of the 1st of the 1st Addition in the County of Spink, South Dakota. I am a duly Licensed Professional Land Surveyor in the State of South Dakota, and re-plotted the same into West 12 and West 13 of the 1st Addition in the County of Spink, South Dakota, as shown on the survey map.

PAID

The same shall be known and described as TRACT 1A AND TRACT 4A BEING'S ADDITION AN ADDITION TO THE CITY OF CHRYSLER, IN MINNEAPOLIS COUNTY, SOUTH DAKOTA.

I further certify that the above PLAT correctly represents the same, is true and correct and that it was made at the request of the owners.

Dated this 16th day of June 20 25

Handwritten signature: *W. J. ...*

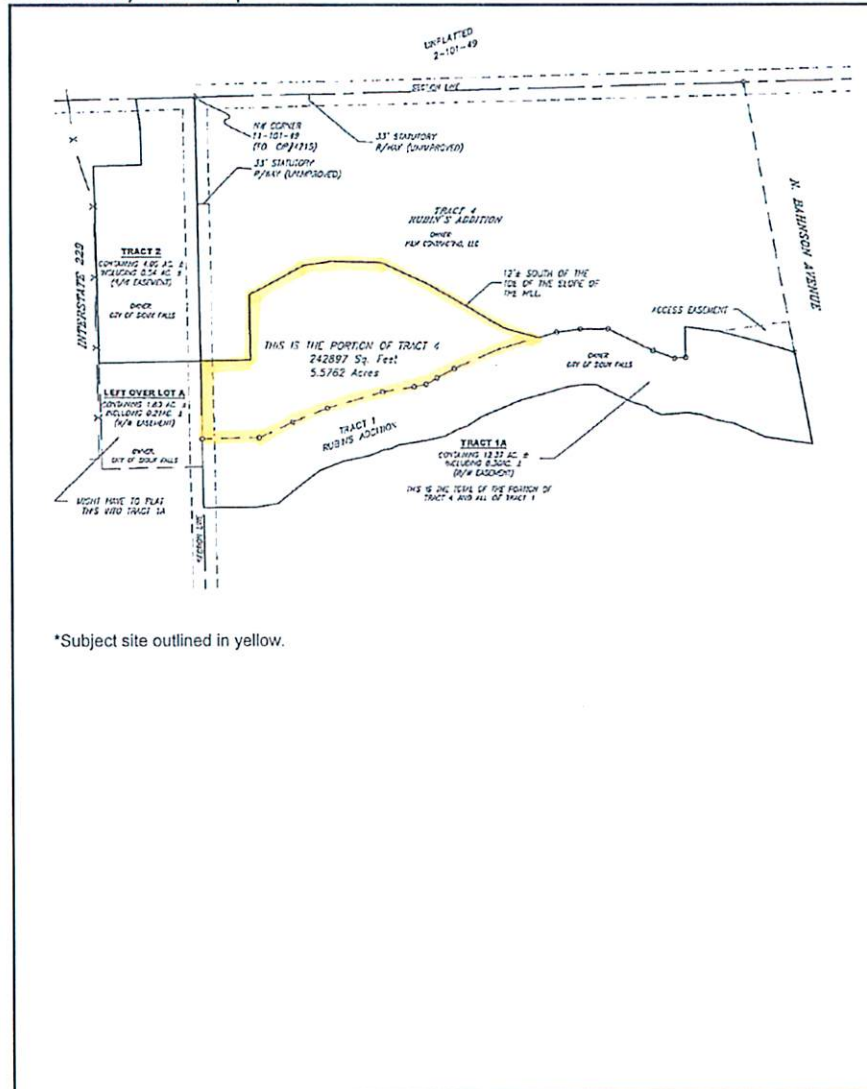
PREPARED BY:
Moyer Land Surveying, LLC
45246 Hwy 44
Parker, SD 57053
Phone: (605) 310-9401

1 OF 3

Site Analysis

Exhibit B

Preliminary Plat Map



*Subject site outlined in yellow.

Preliminary Commitment for Title Insurance
Parcel 1

Commitment for Parcel 1



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, (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 60 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First Dakota Title

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By

President

Attest

Secretary

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.

ORT Form 4757DD
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07/01/2021

SD-2563376

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;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; [and]
 - 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.

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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.
- 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.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First Dakota Title
 Issuing Office: 600 S Main Ave, Suite 101, Sioux Falls, SD 57104
 Issuing Office's ALTA® Registry ID: 5123
 Loan ID No.:
 Commitment No.: SD-2563376-1
 Issuing Office File No.: SD-2563376
 Property Address: Tract 4A, Rubin's Addition, Sioux Falls, SD 57104

**SCHEDULE A
 COMMITMENT**

1. Commitment Date: July 24, 2025 at 07:00 AM
2. Policy to be issued:

- a. 2021 ALTA Owner's Policy (07/01/21)
 Proposed Insured: H & W Contracting, LLC
 Proposed Amount of Insurance: \$60,000.00
 The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:
 Fee Simple.

4. The Title is, at the Commitment Date, vested in:
 City of Sioux Falls, South Dakota

5. The Land is described as follows:

A portion of: Lot "A" in the East Half of the Northeast Quarter of Section 10, Township 101 North, Range 49 West of the 5th P.M., Minnehaha County, South Dakota.

To Be Platted as: Tract 4A of Rubin's Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof.

First Dakota Title

Elizabeth Price

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 A Stock Company
 1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
 (813) 371-1111 www.oldrepublictitle.com

By *C. Monroe* President

Attest *David Wald* Secretary

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ORT Form 4757-A
 Schedule A-ALTA Commitment for Title Insurance 2021 v. 01.00
 07/01/2021

SD-2563376

**SCHEDULE B I
COMMITMENT****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. Provide the title company with a Resolution from the Board of Directors of City of Sioux Falls, South Dakota authorizing the proposed transaction and if necessary, designating the Officer authorized to execute the proposed Deed or Mortgage and all title related documents on behalf of the Corporation.
6. Warranty Deed executed by City of Sioux Falls to H & W Contracting, LLC. Note: Certificate of Real Estate Value must accompany the deed for filing.
7. The legal description contained on Schedule A is not recordable nor insurable. The company requires a plat that is approved by the city and properly executed to be recorded.

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ORT Form 4757 B I
Schedule B I-ALTA Commitment 2021 v. 01.00
07/01/2021

SD-2563376

SCHEDULE B II COMMITMENT

Policy No.: SD-2563376-1

EXCEPTIONS FROM COVERAGE

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 does 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. Rights or claims of parties in possession not recorded or filed in the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
4. Easements or claims of easements, not recorded or filed in the Public Records.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not recorded or filed in the Public Records.
6. Taxes or special assessments which are not recorded or filed in the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exception in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal and other hydrocarbons.
9. Liens or deferred charges for sewer, water mains and service pipes, not recorded or filed in the tax rolls.
10. Said parcel of land is classified as non-taxable property and therefore is not taxed. Tax ID #061164. Parent
11. County records indicate the property is classified as non-owner occupied status.

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ORT Form 4757 B II
Schedule B II - ALTA Commitment 2021 v. 01.00
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SD-2563376

SCHEDULE B II

(Continued)

12. Reservations contained in Patent executed by United States of America, filed on September 21, 1892 and recorded in [Book 45 of Patents, page 103](#), substantially as follows:

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

13. Control Access contained in Quit Claim Deed executed by The State of South Dakota, acting by and through its Department of Transportation to the City of Sioux Falls, filed on January 23, 2012 and recorded in Book 541 of Deeds on page 256.

14. This commitment is subject to any and all exceptions which might result from the filing of the plat.

NOTE: The current vesting document was filed 24 months ago or more. City of Sioux Falls, South Dakota acquired interest by Quit Claim Deed from The State of South Dakota, acting by and through its Department of Transportation, recorded on January 23, 2012 in [Book 541 of Deeds on Page 256](#).

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ORT Form 4757 B II
Schedule B II-ALTA Commitment 2021 v. 01.00
07/01/2021

SD-2563376

SCHEDULE C

The land referred to in this Commitment is described as follows:

A portion of: Lot "A" in the East Half of the Northeast Quarter of Section 10, Township 101 North, Range 49 West of the 5th P.M., Minnehaha County, South Dakota.

To Be Platted as: Tract 4A of Rubin's Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof.

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.

ORT Form 4757-C
Schedule C-ALTA Commitment 2021 v. 01.00
07/01/2021

SD-2563376

**Preliminary Commitment for Title Insurance
Parcel 2**

Commitment for Parcel 2



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, (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 60 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First Dakota Title

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(813) 371-1111 www.oldrepublictitle.com

By

President

Attest

Secretary

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ORT Form 4757DD
ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021

SD-2563392

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;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements;[and]
 - 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.

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ALTA Commitment for Title Insurance 2021 v. 01.00
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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.
- 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.

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ORT Form 4757DD
ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021

SD-2563392

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ORT Form 4757DD
ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021

SD-2563302

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment**Condition 5.e.:**

Issuing Agent: First Dakota Title
 Issuing Office: 600 S Main Ave, Suite 101, Sioux Falls, SD 57104
 Issuing Office's ALTA® Registry ID: 5123
 Loan ID No.:
 Commitment No.: SD-2563392-1
 Issuing Office File No.: SD-2563392
 Property Address: 2201 North Bahnson Avenue, Sioux Falls, SD 57104

**SCHEDULE A
COMMITMENT**

1. Commitment Date: July 24, 2025 at 07:00 AM

2. Policy to be issued:

- a. 2021 ALTA Owner's Policy (07/01/21)
 Proposed Insured: City of Sioux Falls
 Proposed Amount of Insurance: \$60,000.00
 The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple.

4. The Title is, at the Commitment Date, vested in:

Tract 1 and Lot A: City of Sioux Falls
 Tract 4: H & W Contracting, L.L.C., a Minnesota limited liability company

5. The Land is described as follows:

A portion of: Tract 4 of Rubin's Addition in the Northwest Quarter of Section 11, Township 101 North, Range 49 West of the 5th P.M., City of Sioux Falls, Minnehaha County, South Dakota.
 AND
 Lot "A" in the East Half of the Northeast Quarter of Section 10, Township 101 North, Range 49 West of the 5th P.M., Minnehaha County, South Dakota.
 AND
 All of Tract 1 of Rubin's Addition in the Northwest Quarter of Section 11, Township 101 North, Range 49 West of the 5th P.M., City of Sioux Falls, Minnehaha County, South Dakota.

To be known and platted as:

Tract 1A of Rubin's Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof.

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ORT Form 4757-A
 Schedule A-ALTA Commitment for Title Insurance 2021 v. 01.00
 07/01/2021

SD-2563392

SCHEDULE A
(Continued)

First Dakota Title

Elizabeth Price

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.eldrepublictitle.com

By

C. Monroe

President

Attest

David Wald

Secretary

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ORT Form 4757-A
Schedule A-ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021

SD-2563392

SCHEDULE B I COMMITMENT

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. Provide the title company with the Operating Agreement for H & W Contracting, LLC for review. Upon review of the Operating Agreement the title company may also require a written statement from the H & W Contracting, LLC, in the form of a Resolution, that authorizes the proposed transaction and if necessary, designates the applicable Member(s) or Manager(s) authorized to execute the proposed Deed or Mortgage and all title related documents on behalf of the LLC. (The resolution from the LLC must be signed by a majority of the controlling Members of the LLC.)
6. Warranty Deed executed by H & W Contracting, LLC to City of Sioux Falls. Note: Certificate of Real Estate Value must accompany the deed for filing.
7. The legal description contained on Schedule A is not recordable nor insurable. The company requires a plat that is approved by the city and properly executed to be recorded.

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ORT Form 4757 B I
Schedule B I-ALTA Commitment 2021 v. 01.00
07/01/2021

SD-2563392

SCHEDULE B II COMMITMENT

Policy No.: SD-2563392-1

EXCEPTIONS FROM COVERAGE

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 does 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. Rights or claims of parties in possession not recorded or filed in the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
4. Easements or claims of easements, not recorded or filed in the Public Records.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not recorded or filed in the Public Records.
6. Taxes or special assessments which are not recorded or filed in the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exception in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal and other hydrocarbons.
9. Liens or deferred charges for sewer, water mains and service pipes, not recorded or filed in the tax rolls.
10. The 2024 Real Estate Taxes due and payable in 2025 in the amount \$8,933.90. The 1st half is paid in full. The 2nd half is due October 31, 2025 in the amount of \$4,466.95. Tax ID # 093660 Parent. (Tract 4)
11. Said parcel of land is classified as non-taxable property and therefore is not taxed. Tax ID #061164. Parent (Lot A)
12. Said parcel of land is classified as non-taxable property and therefore is not taxed. Tax ID #093627. Parent (Tract 1)

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ORT Form 4757 B II
Schedule B II - ALTA Commitment 2021 v. 01.00
07/01/2021

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SCHEDULE B II

(Continued)

13. County records indicate the property is classified as non-owner occupied status.

14. Reservations contained in Patent executed by United States of America, filed on September 21, 1892 and recorded in Book 45 of Patents, page 103, substantially as follows:

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law. (NE - Lot A)

15. Reservations contained in Patent executed by United States of America, filed on May 22, 1903 and recorded in Book 45 of Patents, page 589, substantially as follows:

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law. (NW)

16. Mutual Agreement dated January 27, 1978, executed by Clarence G Rubin and Doris A Rubin to Richard J East and Shannon East, filed on March 5, 1978 and recorded in Book 129 of Miscellaneous on page 236.

17. Easement dated July 15, 1980, executed by City of Sioux Falls, South Dakota to Clarence C. Rubin and Doris A. Rubin, filed on July 30, 1980 and recorded in Book 138 of Miscellaneous on page 302.

18. Control Access contained in Quit Claim Deed executed by The State of South Dakota, acting by and through its Department of Transportation to the City of Sioux Falls, filed on January 23, 2012 and recorded in Book 541 of Deeds on page 256. (Lot A)

19. Permanent Sanitary Easement dated May 28, 2015, executed by Doris A. Rubin to City of Sioux Falls, South Dakota, filed on June 26, 2015 and recorded in [Book 279 of Miscellaneous on page 301](#). (Tracts 1 & 4)

20. Access Easement dated May 28, 2016, executed by Doris A. Rubin to City of Sioux Falls, South Dakota, filed on June 26, 2015 and recorded in [Book 279 of Miscellaneous on page 302](#). (Tracts 1 & 4)

21. Permanent Sanitary Sewer Easement dated December 8, 2015, executed by Doris A. Rubin to City of Sioux Falls, South Dakota, filed on December 23, 2015 and recorded in [Book 280 of Miscellaneous on page 860](#). (Tracts 1 & 4)

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ORT Form 4757 B II
Schedule B II-ALTA Commitment 2021 v. 01.00
07/01/2021

SD-2563392

SCHEDULE B II
(Continued)

22. This Commitment does not insure against or cover the rights of the insured, the United States, the State of South Dakota, the City of Sioux Falls and/or the public in general, if any, in and to the waters of Big Sioux River, the bed of said River, and/or any portion of the insured land and lying between the ordinary high water mark and the bed or ordinary low water mark of the River, which may be subject to public use. This Commitment does not insure or cover riparian rights of the owner or insured, if any, or claims of riparian rights by adjacent owners, if any. This Commitment does not insure or cover the effects of erosion, accretion, reliction, avulsion or any changes to the course of /shoreline to River whether previous, current or subsequent to date of Policy; any boundary of the insured land that is formed by the River is not covered under this Commitment.
23. Rights of the public in and to the section line right-of-way.
24. This commitment is subject to any and all exceptions which might result from the filing of the plat.

NOTE: The current vesting document was filed 24 months ago or more. City of Sioux Falls acquired interest by Warranty Deed from Doris A. Rubin, a single person, recorded on July 9, 2020 in [Book 597 of Deeds on Page 256](#).

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ORT Form 4757 B II
Schedule B II-ALTA Commitment 2021 v. 01.00
07/01/2021

SD-2563392

SCHEDULE C

The land referred to in this Commitment is described as follows:

A portion of: Tract 4 of Rubin's Addition in the Northwest Quarter of Section 11, Township 101 North, Range 49 West of the 5th P.M., City of Sioux Falls, Minnehaha County, South Dakota.

AND

Lot "A" in the East Half of the Northeast Quarter of Section 10, Township 101 North, Range 49 West of the 5th P.M., Minnehaha County, South Dakota.

AND

All of Tract 1 of Rubin's Addition in the Northwest Quarter of Section 11, Township 101 North, Range 49 West of the 5th P.M., City of Sioux Falls, Minnehaha County, South Dakota.

To be known and platted as:

Tract 1A of Rubin's Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof.

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ORT Form 4757-C
Schedule C-ALTA Commitment 2021 v. 01.00
07/01/2021

SD-2563392

2025
MIDCO AQUATIC CENTER OPERATING DASHBOARD
(Unaudited)

	Jan	Feb	Mar	Apr	May	Jun	Jul	YTD Total
Statistics								
<u>Attendance</u>								
Daily Attendance	4,984	5,424	7,225	5,010	5,946	6,585	4,892	40,066
Swim Pass Attendance	5,264	4,481	5,707	5,479	9,124	13,489	12,038	55,582
Swim Lesson Attendance	-	1,353	2,967	3,600	1,092	1,792	2,150	12,954
Swim Team Attendance	2,443	1,652	630	1,839	1,503	538	278	8,883
Swim Meet Attendance	3,676	1,541	618	974	531	135	146	7,621
Other Attendance	1,660	1,583	1,169	1,201	1,005	692	451	7,761
Total Attendance	18,027	16,034	18,316	18,103	19,201	23,231	19,955	132,867
Average Daily Attendance	601	573	591	624	619	774	665	4,429
<u>Passes</u>								
Fall, Winter, Spring Passes Sold	1	-	-	-	-	-	-	1
Annual Passes Sold	163	103	154	210	290	358	161	1,439
Total Passes Sold	164	103	154	210	290	358	161	1,440
<u>Other</u>								
Lesson Registrations	15	451	-	3	228	15	250	962
Class/Event Registrations	104	16	-	-	22	35	17	194
Meeting Room Reservations	21	31	40	27	21	20	9	169
Meeting Room Hours Reserved	38	55	67	48	43	38	17	305
Swim Lane Hours Reserved	1,438	780	571	966	748	234	106	4,841
Revenue								
Daily Admission	\$ 20,115	\$ 22,483	\$ 29,586	\$ 20,235	\$ 27,584	\$ 30,732	\$ 22,967	\$ 173,703
Passes	29,282	16,860	23,950	31,797	72,323	76,713	26,487	277,412
Programming Registrations	6,745	31,048	26,054	7,606	19,009	11,426	12,190	114,078
Meeting Room Reservations	1,875	2,863	3,513	2,388	2,125	1,900	850	15,513
Swim Lane Reservations	5,396	4,302	3,202	4,854	3,055	1,703	1,292	23,802
Other	17,523	26	86	33	86	220,092	59	237,905
Total Revenue	\$ 80,936	\$ 77,582	\$ 86,390	\$ 66,912	\$ 124,181	\$ 342,567	\$ 63,845	\$ 842,412
Expenses								
Personnel*	\$ 87,185	\$ 131,946	\$ 138,162	\$ 126,274	\$ 185,908	\$ 155,594	\$ 146,703	\$ 971,773
Building R&M	1,131	29,526	8,285	11,103	61,642	32,581	29,722	173,990
Supplies & Materials	3,145	5,409	28,511	14,372	17,977	12,689	14,933	97,037
Utilities	24,215	31,467	36,534	36,492	35,840	27,534	45,522	237,603
Other	1,853	4,137	12,680	2,703	3,684	5,652	8,323	39,032
Total Expenses	\$ 117,529	\$ 202,484	\$ 224,173	\$ 190,944	\$ 305,052	\$ 234,050	\$ 245,203	\$ 1,519,435
*May and Oct have 3 pay periods	2	2	2	2	2	3	2	
Summary								
Total Revenue	\$ 80,936	\$ 77,582	\$ 86,390	\$ 66,912	\$ 124,181	\$ 342,567	\$ 63,845	\$ 842,412
Total Expenses	117,529	202,484	224,173	190,944	305,052	234,050	245,203	1,519,435
Operating Surplus/(Loss)	\$ (36,593)	\$ (124,902)	\$ (137,783)	\$ (124,032)	\$ (180,871)	\$ 108,516	\$ (181,358)	\$ (677,023)

**City of Sioux Falls Golf Courses
Income Statement
July 31, 2025**

----- Current Month -----					
Prairie Green	Elmwood	Kuehn Park	Consolidated	Budget	Prior Year
6,309	11,613	6,110	24,032	20,716	23,476
75,919	164,514	64,323	304,756	270,269	304,259
22,050	37,087	7,077	66,214	73,800	73,714
22,558	19,136	13,382	55,075	49,478	48,335
79,110	128,618	38,074	245,801	214,391	237,367
65,782	119,882	13,654	199,318	219,168	214,781
61,414	57,262	27,591	146,267	128,778	132,230
326,832	526,498	164,101	1,017,431	955,884	1,010,686
11,712	21,674	2,770	36,156	42,025	40,495
20,257	36,780	6,184	63,221	67,716	54,991
31,969	58,454	8,954	99,377	109,741	95,486
294,862	468,044	155,148	918,054	846,143	915,200
19,685	26,968	18,428	65,081	63,468	63,213
541	351	-	892	3,650	2,501
37,404	37,565	4,639	79,607	58,310	64,721
90,644	126,411	18,658	235,713	199,527	214,118
18,011	29,076	353	47,440	52,983	63,641
40,003	43,797	11,347	95,147	108,291	113,665
-	3,220	17	3,236	4,577	-
206,288	267,388	53,441	527,116	490,806	521,859
88,574	200,657	101,707	390,938	355,337	393,341
-	-	-	-	-	-
-	7,091	-	7,091	5,000	6,970
5,114	-	-	5,114	-	5,271
(5,211)	(3,287)	(1,249)	(9,746)	(11,600)	(11,266)
-	-	-	-	-	35
-	-	-	-	-	(1,803)
-	-	-	-	-	-
88,477	204,461	100,458	393,397	348,737	392,548

----- Year To Date -----					
Prairie Green	Elmwood	Kuehn Park	Consolidated	Budget	Prior Year
21,684	38,643	19,540	79,867	68,128	78,249
Revenues					
269,122	518,354	197,362	984,839	882,569	929,269
126,701	184,467	26,739	337,907	339,340	311,911
86,020	65,780	57,662	209,462	174,111	179,651
266,698	397,179	124,688	788,565	755,130	750,857
245,025	337,093	41,602	623,719	610,880	597,255
234,833	222,405	109,411	566,650	515,111	515,878
1,228,399	1,725,279	557,464	3,511,142	3,277,141	3,284,821
Cost of Goods Sold					
48,738	102,896	14,754	166,387	158,195	141,829
75,409	100,645	16,583	192,637	190,154	174,611
124,147	203,541	31,336	359,024	348,349	316,440
1,104,252	1,521,738	526,128	3,152,118	2,928,792	2,968,381
Gross Profit					
124,147	203,541	31,336	359,024	348,349	316,440
Operating Expenses					
130,139	147,798	84,814	362,751	347,769	305,032
5,793	12,159	3,547	21,499	19,330	16,882
102,938	114,941	17,887	235,766	190,186	196,356
379,543	441,401	87,704	908,648	944,584	934,927
84,449	93,551	3,260	181,260	193,933	205,756
303,327	298,085	101,547	702,959	658,077	669,644
-	26,216	17	26,232	25,747	-
1,006,190	1,134,149	298,775	2,439,115	2,379,626	2,328,597
EBITDA					
98,062	387,588	227,353	713,003	549,166	639,784
-	-	-	-	-	-
-	39,495	-	39,495	35,000	40,988
36,360	-	-	36,360	-	30,094
(39,077)	(23,608)	(8,934)	(71,619)	(81,200)	(84,378)
-	-	-	-	-	(332)
-	-	-	-	-	(1,803)
-	-	-	-	-	-
95,344	403,475	218,419	717,239	502,966	624,353
Net Income					