

South Dakota
**CERTIFIED
READY
SITES**

**Corson
Development
Park**



February 2014

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Application Form

Organization Requesting Certification

Name: Corson Development Park, Inc
 Contact Person: Nick Fosheim
 Mailing Address: 200 N Phillips Avenue #101
 City/State/Zip: Siox Falls, South Dakota 57101-0907
 Phone: 605-339-0103 605-212-1320
 Email Address: nickf@sioxfalls.com

Certification applying for (please check all that apply)

- Heavy Industrial
- Light Industrial
- Business Services/Research and Development
- Rural Business Park

Do you wish to have this site reviewed under the Tier 1 Criteria? Yes No

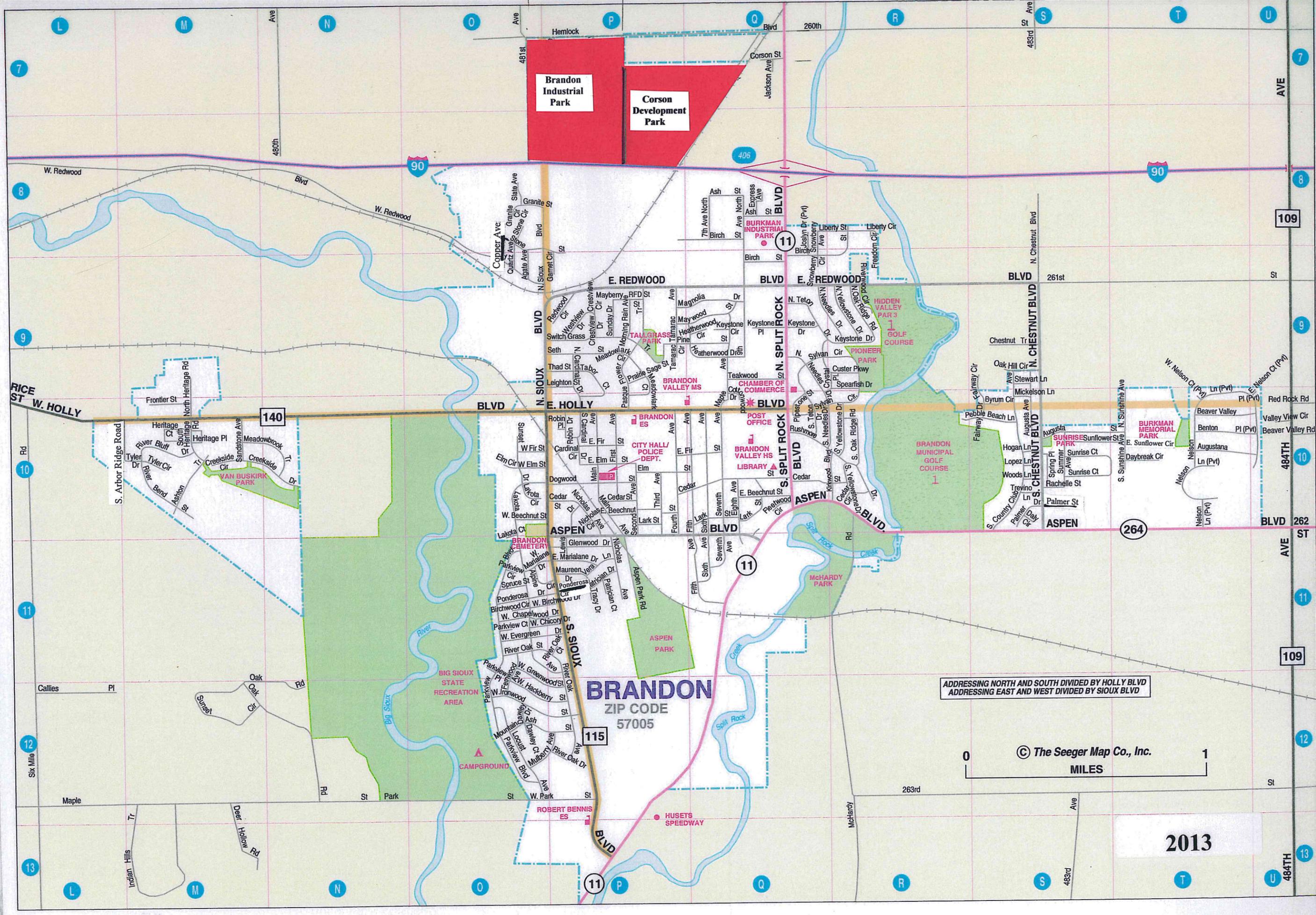
Site Information

Name of Park (if applicable): Corson Development Park
 Address: 700 Block of E Hemlock Boulevard
 (If a street address is not yet known, please provide a general location of the site)
 City/State/Zip: Brandon SD 57005
 Number of Acres Available: 17 acres non-rail + 11.7 acres rail
 Number of Developable Acres: all are developed

The application must be signed below by a duly authorized representative of the organization requesting certification.

I declare and affirm under the penalties of perjury that this application has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Name Dennis E Olson Date 2-9-14



Brandon Industrial Park

Corson Development Park

BRANDON
ZIP CODE
57005

ADDRESSING NORTH AND SOUTH DIVIDED BY HOLLY BLVD
ADDRESSING EAST AND WEST DIVIDED BY SIOUX BLVD

© The Seeger Map Co., Inc.
0 1
MILES

2013

484TH

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

1. Ownership Information

1.1 Provide proof of ownership to include the name, address, and phone number of the legal property owner of record.

Corson Development Association, L.L.P.
200 N Phillips Avenue, Suite 101
Sioux Falls, SD 57101

EIN 46-0451370

The Corson Development Association is an L.L.P. corporation that was formed for the purpose of developing the following described property creating jobs that will enhance the growth of the City of Brandon.

The original legal description:

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); and the Northwest Quarter (NW 1/4) of the Northeast quarter (NE1/4); and all that part of the North Half (N1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) lying West of the right-of-way of the Great Northern Railroad, all in Section Twenty-Seven (27), Township One Hundred Two (102) North, Range Forty-Eight (48) West of the 5th P.M., Minnehaha County, South Dakota except for the railroad right-of-way, except for Johnson Tract 1, and except for Farmland Industries Tract 1 contained therein.

The South Half (S 1/2) of the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-Seven (27), Township One Hundred Two (102), North, Range Forty-Eight (48) West of the 5th P.M., including therein Lots H-3, H-4, H-5, and except Block One (1) of the Benson Quinn Addition, according to the recorded plat thereof, in Section Twenty-Seven (27), Township One Hundred Two (102) North, Range Forty-Eight (48), Minnehaha County, South Dakota.

The Association consists of the following stakeholders:

- Sioux Falls Development Foundation
- Minnehaha County Economic Development Association
- Brandon Development Foundation
- First National Bank in Sioux Falls
- Home Federal Financial Corporation
- Great Western Bank
- Alliance Communications
- Sioux Valley Energy

The Management Committee consists of:

- Nick Fosheim, Executive Director of MCEDA
- Joel Jorgenson, President of Brandon Development Foundation
- Slater Barr, President, Sioux Falls Development Foundation

A copy of the Warranty Deed is attached.

TRANSFER FEE
 MAR 16 1999
 EXEMPT PAID \$ 234.⁰⁰

R907889
WARRANTY DEED

BOOK 458 PAGE 664

SP51571M

Eleanor Wickre,
 IA 52001
 grantor(s) of 2820 Burden, Dubuque County, State of Iowa, for and in consideration of One Dollar and other good and valuable consideration, GRANT(S), CONVEY(S) AND WARRANT(S) TO

Corson Development Association, L.L.P.,

the grantee(s), of 200 N. Phillips Ave Ste 101, Sioux Falls SD 57104, all interest in the following described real estate in the County of Minnehaha in the State of South Dakota:

That portion of the South Half of the Northeast Quarter (S1/2NE1/4) lying West of the Railroad Right of Way contained therein, except Lot H-2 contained therein; and, The Southeast Quarter of the Northwest Quarter (SE1/4NW1/4), except Lot H-1 contained therein, all of Section 27, Township 102 North, Range 48 West of the 3d P.M., Minnehaha County, South Dakota, Together with the Benefits of Easement as contained in Warranty Deed dated March 12, 1981, filed for record March 17, 1981, at 3:20 PM, and recorded in Book 346 of Deeds, on page 371-372 for the right of ingress and egress to subject property.

Subject to easements and restrictions of record, if any.

Grantor warrants that neither she nor any member of her family claims said premises as a homestead.

Dated 3-1-99

Eleanor Wickre
 Eleanor Wickre



STATE OF IOWA)
)
 COUNTY OF DUBUQUE)

On 3-1-99, before me, the undersigned officer, personally appeared Eleanor Wickre, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Bessie M. Weisk
 Notary Public

My commission expires: 3-5-2000



SOUTH DAKOTA, MINNEHAHA COUNTY
 Recorded MAR 16 1999 at 11:30 AM
458 of Book Page 664
 MARLENE WOLFE, REGISTER OF DEEDS
Blouwk Deputy 10m

PREPARED BY:
 GRTTY ABSTRACT & TITLE COMPANY, INC.
 140 N. MAIN AVENUE, SIOUX FALLS, SD 57104
 605 336-0490

TIF/EDA2ND.)SP

CONTACT INFORMATION

Nick Fosheim
Executive Director of MCEDA
200 N Phillips Avenue, Suite #101
Sioux Falls, SD 57101-0907

Business Phone: 605-339-0103
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Joel Jorgenson, President
Brandon Development Foundation
PO Box 468
Brandon, SD 57005

Business Phone: 605-582-3287
Cell Phone: 605-261-8787
E-Mail Address: marble@alliancecom.net

Slater Barr, President
Sioux Falls Development Foundation
200 N Phillips Avenue #101
Sioux Falls, SD 57101-0907

Business Phone: 605-339-0103
Business FAX: 605-339-0055
Cell Phone: 605-376-8242
E-Mail Address: slaterb@siouxfalls.com

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

1. Ownership Information

1.2 Provide a copy of the option if applicable.

N/A: The property is owned out right with no debt.

1.3 Provide a letter from the property owner stating the sale price of the land.

A letter stating the sale price of the land is attached.

Corson Development Association, LLP

200 N. Phillips Avenue, Suite 101
Sioux Falls, SD 57104

800-658-3373 ~ (605) 339-0103 ~ (605) 339-0055 - Fax



March 17, 2014

Corson Development Association, LLP
200 N Phillips Ave, Suite 101
Sioux Falls, SD 57104

To Whom It May Concern:

The managing partners of the Corson Development Association, LLP (CDA) are representatives of the Brandon Development Foundation, the Sioux Falls Development Foundation and the Minnehaha County Economic Development Association.

Land in the Corson Development Park is available in two categories: Rail and Non-Rail. List price for parcels that offer rail access are currently at \$2.25 per square foot. List price on non-rail parcels are currently at \$1.75 per square foot. The price includes curb & gutter, street, storm sewer and water & sewer to the property line. A spur track has already been constructed through the park, so it is the responsibility of the buyer to construct a sidetrack to service their property.

Sincerely,



Nick Fosheim, Secretary/Treasurer
Corson Development Association

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

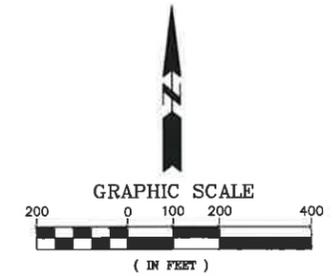
1. Ownership Information

1.4 Provide documentation of all easements, right-of-way or covenants that apply to the property.

A plat map showing easements and right-of-way is attached.

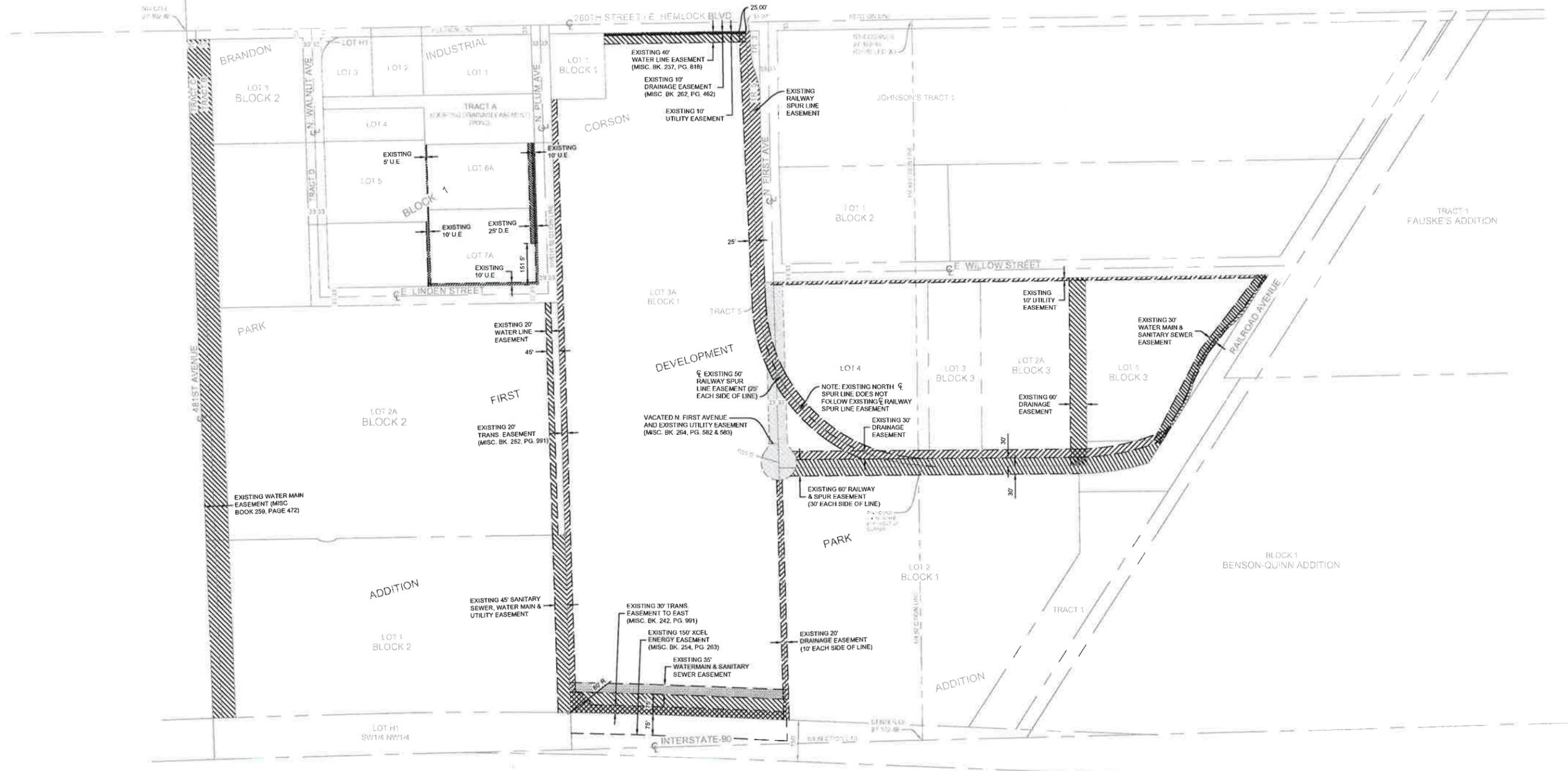
Covenants are attached.

CORSON DEVELOPMENT PARK BRANDON INDUSTRIAL PARK EASEMENT EXHIBIT



LEGEND

- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT



NOTES:

1. A BOUNDARY SURVEY WAS NOT CONDUCTED. PROPERTY PINS SHOWN AS FOUND WERE NOT VERIFIED. PROPERTY LINES SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
2. ALL STREETS WILL HAVE 10' UTILITY EASEMENTS ON BOTH SIDES OF THE ROW.

Protective Covenants



Corson Development Park

Corson Development Association, L.L.P.
200 N. Phillips Avenue #101, PO Box 907
Sioux Falls, SD 57101-0907
605-339-0103

PROTECTIVE COVENANTS

This Declaration is made this 4th day of April, 2004, by the Corson Development Association, L.L.P., a South Dakota limited liability partnership, with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Association" or "Developer"; and

WHEREAS, the Association intends to develop and offer for sale lots and tracts to be located within the Corson Development Park (herein sometimes referred to as the "Development") and is desirous of subjecting all of the land located within the Development to certain covenants, easements, restrictions, conditions and charges as hereinafter set forth;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

The Association does hereby impose and charge the following described real property located in the city of Brandon, Minnehaha County, South Dakota, with the following covenants, agreements, restrictions and charges as set forth in this Declaration hereby specifying that this Declaration shall constitute covenants running with the land and shall be binding upon, and for the benefit of, all owners of lots or tracts presently platted, or to be platted, or to be replatted within Corson Development Park, Brandon, South Dakota, as follows:

The Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼); and the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼); and all that part of the North Half (N ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) lying West of the right-of-way of the Great Northern Railroad, all in Section Twenty-Seven (27), Township One Hundred Two (102) North, Range Forty-Eight (48) West of the 5th P.M., Minnehaha County, South Dakota, except for the railroad right-of-way, except for Johnson Tract 1, and except for Farmland Industries Tract 1, contained therein.

The South Half (S ½) of the Northeast Quarter (NE ¼) and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Twenty-Seven (27), Township One Hundred Two (102), Range Forty-Eight (48) West of the 5th P.M., including therein Lots H-3, H-4, H-5, and except Block One (1) of the Benson Quinn Addition, according to the recorded plat thereof, in Section Twenty-Seven (27), Township One Hundred Two (102), Range Forty-Eight (48) Minnehaha County, South Dakota.

All of the above shall be platted or replatted as Corson Development Park (the "Property").

I. EASEMENTS & RIGHTS-OF-WAY

The easements, dedicated rights-of-way for utilities, easements for storm sewer drainage purposes and functions, and the dedicated streets and highways shall be as shown on the plats of Corson Development Park filed or to be filed by the Developer and shall be for the uses and purposes as marked and noted on such plat, plats, or replats.

The purchasers of lots and tracts within the Development shall, at their own costs and expense, keep and maintain that portion of their property subject to the aforesaid easements and rights-of-way in the same manner as they maintain the surface of the remainder of their property in the Development.

II. PROTECTIVE COVENANTS

1. Land Use. The property in the Development shall be used only for those commercial purposes as permitted by the zoning ordinances of the City of Brandon, County of Minnehaha, State of South Dakota and the laws and regulations of the City of Brandon, County of Minnehaha, State of South Dakota, and United States of America as the same may be amended or changed from time to time.

2. Type of Construction. The exterior walls of all structures located in the Development shall be fire resistant and shall be constructed of masonry or steel materials. Pole buildings and structures are not permitted. The kind, type and use of materials shall be subject to the Uniform Building Code as contained in the Revised Ordinances of the City of Brandon, State of South Dakota, as the same may be amended or changed from time to time, and as approved by the Site Committee of the Association as set forth in paragraph 3 below.

3. Approval of Plans.

A. Before commencing the initial construction or the alteration (excluding interior alterations) of any buildings, structures, enclosures, fences, loading docks, parking facilities, storage yards, rail lines, utilities or any other structures or permanent improvements on any tract or lot, the property owner shall first submit site plans and plans and specifications therefore to the Site Committee of the Association for its prior written approval, which approval the Site Committee agrees shall not be unreasonably withheld; provided, however that the building or other structures or improvements shown thereon are harmonious in design and construction with the then existing buildings, structures and improvements in the Development.

B. Submitted plans must include a site plan, drainage plan, parking plan, rail plan, landscaping plan, all floor plans, exterior elevations, at least one cross section showing the nature of the construction and materials and a description of any intended outside storage area.

C. Submitted specifications must contain sufficient data to indicate all materials and finishes for all foundations, exterior walls and roofs of structures and for all outside storage, fencing and walls.

D. When reviewing the plans and specifications, the Site Committee will utilize the following guidelines:

(1) On structures whose exterior walls are essentially metal paneled, the use of a good quality and durable finish on the metal panels will be required.

(2) On buildings whose roofs are essentially metal surfaced, the use of a good quality and durable finish, including galvalum (unpainted or painted galvanized finish being unacceptable) on the metal will be required.

E. Signs, when approved for use, shall comply with the law and shall not extend vertically above the level of the structure.

F. If the Site Committee fails to approve or disapprove the site plans or plans and specifications within thirty (30) days after the plans and specifications have been submitted, no further approval shall be required and this paragraph 3 shall be deemed to have been complied with, provided that the Site Committee, in its sole and absolute discretion, may extend such thirty (30) day time period by an additional period of time, not to exceed an additional thirty (30) days from the date of the expiration of the initial thirty (30) day time period, by giving written notice thereof, and if such approval or disapproval has not been given at the end of such extended period, then this paragraph 3 shall be deemed to have been complied with.

G. The Site Committee of the Association shall be comprised of members of the Management Committee of the Association and its consulting engineers and architects whose decision shall be final.

H. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations only, and the Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, land use regulations or any other governmental regulations or requirement. Neither Developer, its Management Committee, the Association or any committee, Partner or Member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any structure, as required under this Section, and the owner or occupant shall release such parties from liabilities.

4. Minimum Yard Requirements. The following minimum yards, measured in feet, shall be required within the Development:

A. Building improvements made on lots or tracts abutting any street or avenue within the Development shall have a minimum yard requirement of sixty (60) feet from the lot line abutting any such street or avenue, whether the same constitutes a front or side yard.

B. Minimum side and rear yard requirements shall be twenty-five (25) feet from the respective lot lines (disregarding lot lines of adjoining tracts or lots if owned by the same party).

C. The front yard shall be planted with grass, trees, shrubs and other decorative plantings and shall be otherwise appropriately landscaped, except those portions used for driveways or parking.

5. Parking Facilities.

A. Owners of tracts or lots within the Development shall provide the following minimum parking spaces for their employees on their respective property:

1 space for each 1 ½ plant employees plus one space for each managerial personnel plus one visitor parking space for each ten managerial personnel for manufacturing establishments; and

1 space for each two employees on the maximum working shift for wholesale and distribution establishments;

All customers, employees and visitors are required to park in the designated parking areas and shall not be allowed to park on the street or to inhibit the flow of traffic on the dedicated streets.

B. In no case shall any storage, servicing or dismantling of motor vehicles or other vehicles be permitted in the required parking areas. In no case shall loading or unloading operations be permitted in the required parking areas. All parking areas shall be hard surfaced with appropriate curb.

C. Storing, parking, loading or unloading of semi-trucks, tractor-trailers or other commercial vehicles of a like nature shall not be permitted on any dedicated street or avenue in the Development, and each owner of the tracts and lots therein shall take such action as may be reasonably necessary to ensure that it and its employees, contractors and agents abide by such parking and loading prohibitions.

6. Loading Areas. All loading and unloading operations shall be off-street. No loading or unloading shall be permitted in the parking or lawn areas or in a location which will interfere with ingress or egress thereto. Loading areas shall be hard surfaced. No loading docks shall be constructed facing any public street or highway unless the loading dock and every part thereof is at least seventy-five (75) feet inside of the lot line of the street, avenue or highway on which said loading dock fronts.

7. Outside Storage. Outside open storage may be allowed and will be addressed through the site plan as submitted pursuant to Section II, paragraph 3 of these covenants. If allowed, it shall be maintained in a neat and orderly manner and shall adhere to the setback requirements described in Section II, paragraph 4 of these covenants.

8. Outdoor Signs. Outdoor signs identifying the name, business, and products of the occupant of any given site may be utilized with the prior written approval of the Association, which approval the Association agrees shall not be unreasonably withheld or delayed provided such signs shall comply with the law and shall not extend more than one foot from the structure and shall not exceed one square foot in surface area for each two feet of street frontage. Free standing signs reasonably related to the business of the occupant of any given site shall be allowed as governed by the laws of the City of Brandon, County of Minnehaha, and State of South Dakota and with the prior written approval of the Association. All logos associated with business of the occupant of any given tract or lot which meets the aforesaid size requirements will be permitted.

9. Maintenance of Undeveloped Areas. That portion of each lot or tract that is not improved with buildings, parking facilities, loading facilities or lawn areas shall be seeded to a cover planting which grows to a height not to exceed approximately eighteen (18) inches, and at all times shall be attractively maintained. No part of any tract or lot shall be planted or cultivated with crops.

10. Zoning and Building Regulations. The use and building regulations as now or hereafter imposed by the provisions of the Zoning & Building Ordinances of the City of Brandon, County of Minnehaha, State of South Dakota as amended or changed from time to time, shall apply throughout the Development except as the same may be modified by a duly constituted authority.

11. Fences. All fencing for screening, security or other purposes shall be attractive in appearance and shall be either all metal, industrial type of galvanized or nonferrous material or of masonry material. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building set-back lines set forth above except with the prior written approval of the Association, which approval the Association agrees shall not be unreasonably withheld or delayed.

12. Replatting or Subdividing. The owner of any lot or tract within the Development shall never replat, subdivide or resubdivide any lot or tract into a smaller lot or parcel without first obtaining the prior written approval of the Association which may be withheld in the Association's sole discretion.

13. Waste; Condition of Property. No garbage or decomposable animal or vegetable

wastes shall be placed or stored upon any lot or tract except in tightly covered metal or plastic containers. All other refuse shall be placed in containers or enclosures in a manner not constituting a nuisance by reason of wind, litter, disorderly appearance or abnormal fire hazards. The owner or occupant at its expense shall be responsible for the removal of garbage and other refuse from the Property at least once each week.

The owner of any tract or lot shall at all times keep the premises, buildings and improvements in a safe, clean condition and comply in all respects with all government, health, fire and police requirements and regulations as amended or changed from time to time. In the event the owner or occupant fails to comply with any or all of such specifications or requirements, then the Association shall have the right, privilege and license to enter upon the premises without constituting a trespass and make any and all corrections or improvements that may be necessary to meet such standards and to charge the owner or occupant the expenses incurred in do so, and any such expenses so charged shall constitute a lien upon such owner's land.

14. Repurchase Option. The land subject to this Declaration is being developed for commercial real estate purposes. Purchasers of lots or tracts within the Development must commence actual construction upon the lot or tract purchased within three (3) years from the date the warranty deed is executed by the Association to the grantee identified therein.

If actual construction has not commenced upon a lot or tract purchased within three (3) years from the date of the execution of a warranty deed by the Association to such grantee, the Association shall have the option to repurchase the said lot or tract for a period of one (1) year following the expiration of the three (3) year period following the date of the execution of the warranty deed by the Association to such grantee.

The purchase price to be paid by the Association to such grantee for the lot to be repurchased shall be the original purchase price paid by such grantee, less any liens or encumbrances of record. Real estate taxes for the year in which the repurchase option is exercised by the Association shall be prorated between the Association and such grantee based upon the prior year's real estate taxes for the respective number of days each party was in possession during the year the option is so exercised by the Association.

To exercise the repurchase option granted to the Association hereunder, the Association shall give to such grantee written notice within the one (1) year period during which its option may be exercised advising that the Association intends to exercise its repurchase option. The closing of the repurchase of the lot or tract by the Association shall occur within thirty (30) days following the date of the notice of the exercise of

the option by the Association, at which time the purchase price will be paid by the Association to such grantee and the grantee shall deliver a warranty deed.

The repurchase option will expire at the end of the one (1) year period following the three (3) year period in which such grantee must commence actual construction upon the lot or tract purchased by the grantee. The Association may, upon good cause shown, extend in writing the time in which actual construction must commence. The Association may enforce this repurchase option by an action for specific performance.

15. Succession of Responsibility of Site Committee and Association. At such time as the Developer no longer owns any of the Property, the Developer shall cease to be the Site Committee and shall no longer have any further responsibility with regard to this Declaration of Protective Covenants. Also at such time, the owners of the Property (or an Association formed by the owners of the Property) shall assume the rights and responsibilities of the Site Committee and the Association as such rights and responsibilities are set forth under this Declaration of Protective Covenants.

16. Duration. These Declarations shall run with the land and be binding upon all present and future owners of any part of the land within the Development until June 1, 2023, at which time they shall terminate; provided, however that at any time within three (3) years before the expiration of said period, the then owners of at least two-thirds (2/3) of the total square feet area of the land within the Development may, by written declaration signed and acknowledged by them and recorded in the Register of Deeds' Office, Minnehaha County, South Dakota, extend these Declarations for an additional ten (10) year period, and this right to extend may be exercised thereafter so long as the owners of at least two-thirds (2/3) of the total square feet area of the land within the Development shall desire to do so.

17. Severability. If any paragraph or part thereof of this Declaration be declared invalid, illegal or inoperative for any reason, the remaining parts, so far as possible and reasonable, shall remain fully effective and operative.

18. Enforceability. These restrictions and covenants are made for the benefit of the Association, its successors and assigns, and the for the benefit of any and all persons who may now own, or who may hereafter own, property in the Development, and enforcement shall be by the Association or by any owner of any tract or lot, by proceedings at law or in equity, against any person or persons violating or attempting to violate any of these Declarations, either to restrain such violation or attempted violation or to recover damages.

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

2. Property Information

2.1 Include the following information about the property.

2.1.1 Provide a Plat Map

Plat information. Plats filed with the Register of Deeds as of December 31, 2015.

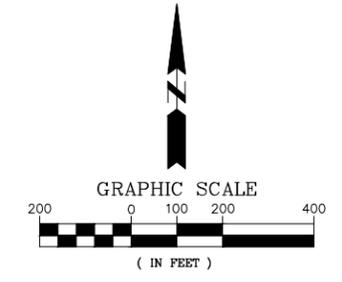
An aerial photo dated December 14, 2015 is attached.

Topographic information.

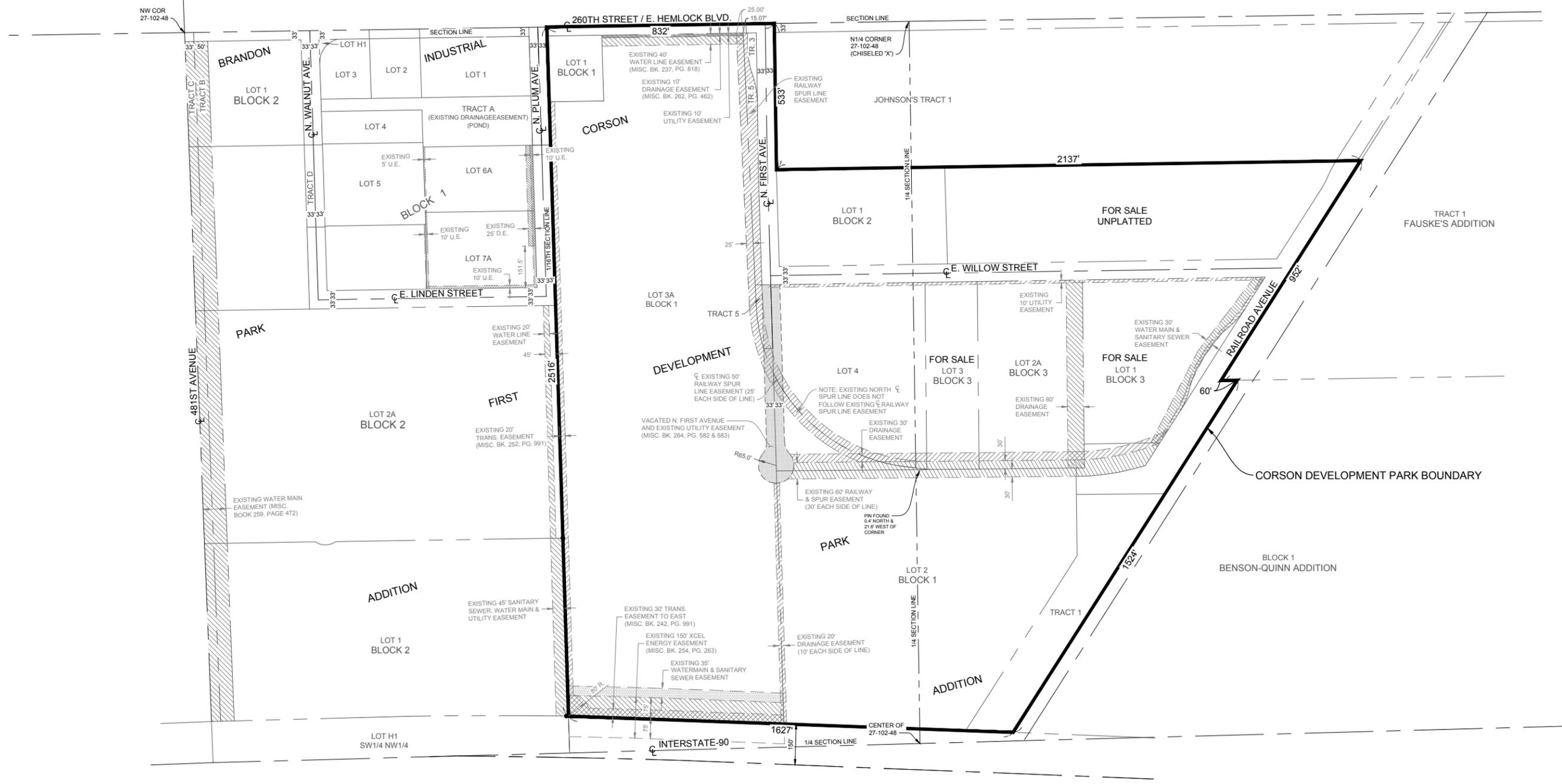
A 1' contour topographic map dated December 14, 2015 is attached.

Zoning Map for the City of Brandon dated May 2, 2013 is attached.

CORSON DEVELOPMENT PARK PLATTED AREAS



LEGEND
 U.E. - UTILITY EASEMENT
 D.E. - DRAINAGE EASEMENT



- NOTES:**
1. A BOUNDARY SURVEY WAS NOT CONDUCTED. PROPERTY PINS SHOWN AS FOUND WERE NOT VERIFIED. PROPERTY LINES SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
 2. ALL STREETS WILL HAVE 10' UTILITY EASEMENTS ON BOTH SIDES OF THE ROW.

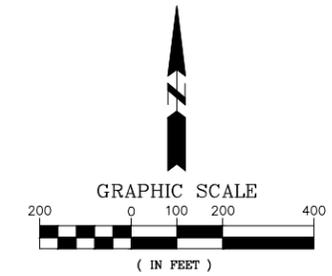
Engineering Solutions

Sayre Associates
 2116 S. Duluth Avenue • Sioux Falls, SD 57104
 Phone: (605) 332-7211 • Fax: (605) 332-7222

CORSON DEVELOPMENT PARK
PLATTED AREAS

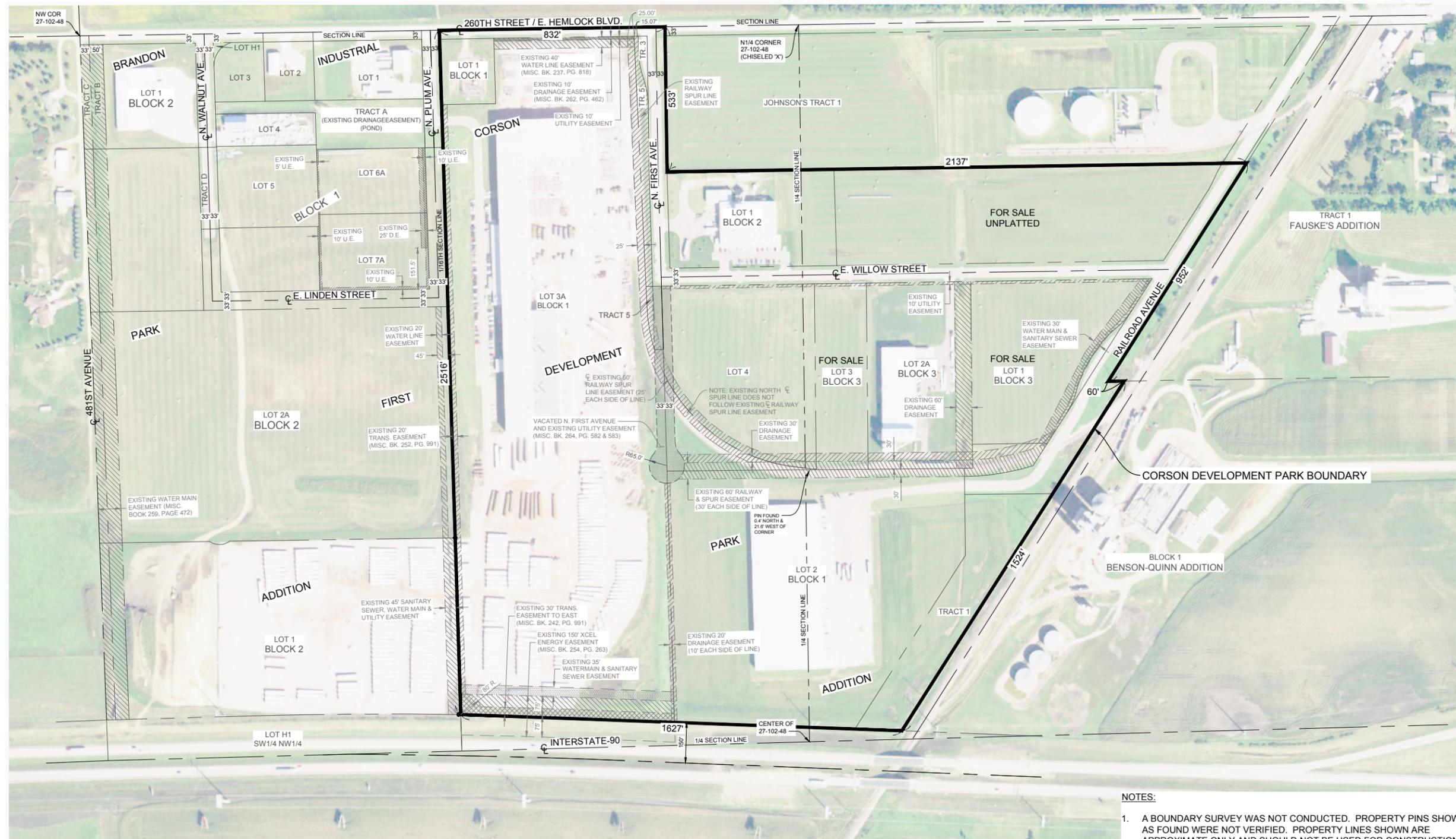
PROJECT NO.:	19667
SURVEYED BY:	
CREATED BY:	GRA
APPROVED BY:	MLM
REVISION DATE:	
PLATTED AREAS	

CORSON DEVELOPMENT PARK AERIAL VIEW



LEGEND

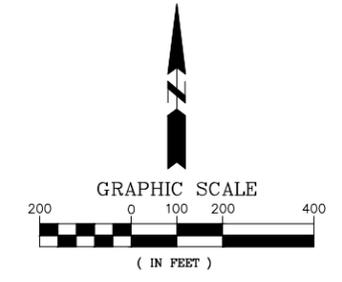
- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT



NOTES:

1. A BOUNDARY SURVEY WAS NOT CONDUCTED. PROPERTY PINS SHOWN AS FOUND WERE NOT VERIFIED. PROPERTY LINES SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
2. ALL STREETS WILL HAVE 10' UTILITY EASEMENTS ON BOTH SIDES OF THE ROW.

CORSON DEVELOPMENT PARK TOPOGRAPHIC INFORMATION



LEGEND
 U.E. - UTILITY EASEMENT
 D.E. - DRAINAGE EASEMENT



- NOTES:**
1. A BOUNDARY SURVEY WAS NOT CONDUCTED. PROPERTY PINS SHOWN AS FOUND WERE NOT VERIFIED. PROPERTY LINES SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
 2. ALL STREETS WILL HAVE 10' UTILITY EASEMENTS ON BOTH SIDES OF THE ROW.

PROJECT NO.:	19667
SURVEYED BY:	
CREATED BY:	GRA
APPROVED BY:	MLM
REVISION DATE:	
TOPOGRAPHIC INFORMATION	

North ^

Agricultural

Midwest Rail Car Repair

Agricultural

Industrial

Residential

Corson

Residential

Jebro

Residential

Brandon

Industrial
Park

Corson Development Park

Central Harvest
States

Industrial

© 2013 Google

Agricultural

Industrial

Industrial

Google earth

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

2. Property Information

2.1 Include the following information about the property.

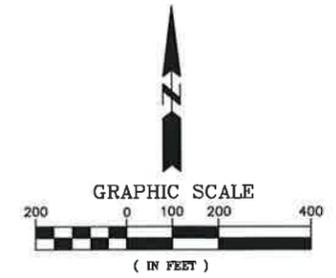
2.1.2 Provide a Site Plan.

Platted Area

Occupants

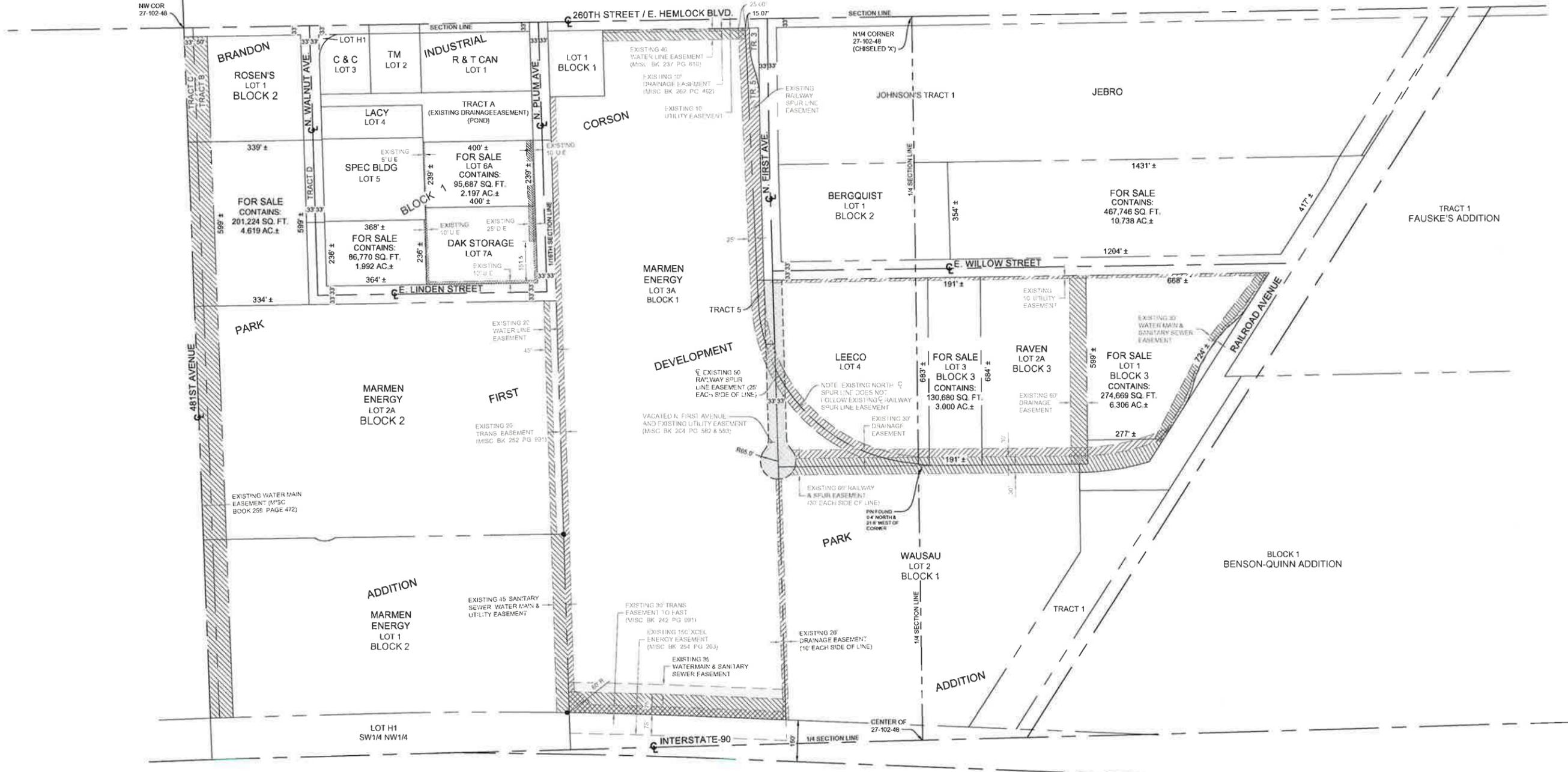
Land for Sale

CORSON DEVELOPMENT PARK BRANDON INDUSTRIAL PARK LOT LAYOUT PLAN



LEGEND

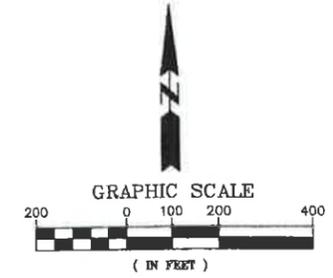
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT



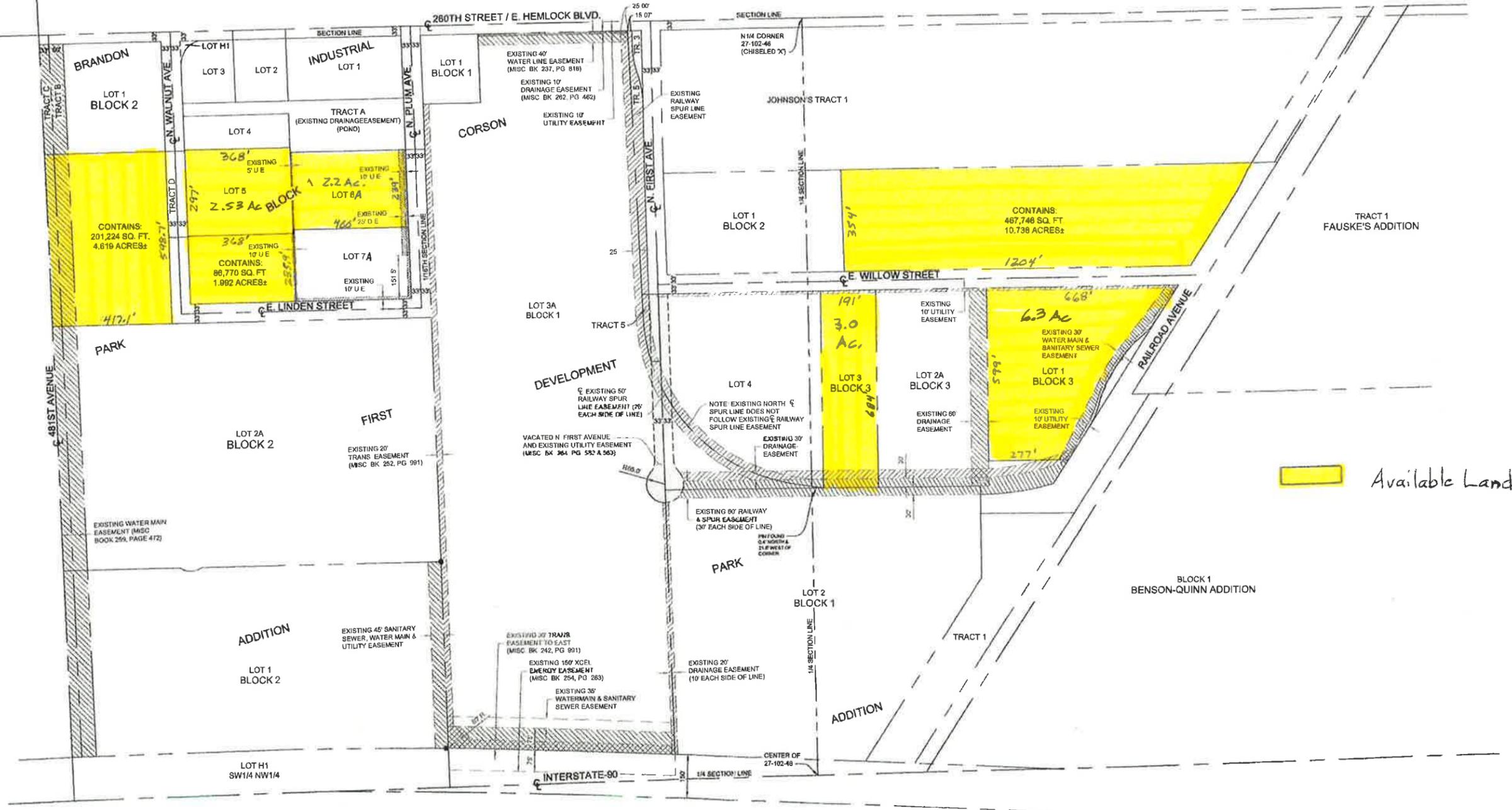
NOTES:

1. A BOUNDARY SURVEY WAS NOT CONDUCTED. PROPERTY PINS SHOWN AS FOUND WERE NOT VERIFIED. PROPERTY LINES SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
2. ALL STREETS WILL HAVE 10' UTILITY EASEMENTS ON BOTH SIDES OF THE ROW.

**PRELIMINARY PLAN
WITH PROPOSED LOT / STREET LAYOUT
REVISED 06/15/15**



LEGEND
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT



Available Land

NOTES:

1. A BOUNDARY SURVEY WAS NOT CONDUCTED. PROPERTY PINS SHOWN AS FOUND WERE NOT VERIFIED. PROPERTY LINES SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
2. ALL STREETS WILL HAVE 10' UTILITY EASEMENTS ON BOTH SIDES OF THE ROW.

Engineering Solutions

Sayre Associates
216 S. DAWSON AVENUE, SUITE 200, SIOUX FALLS, SD 57104
Phone: (605) 332-7211 Fax: (605) 332-7222

**CORSON DEVELOPMENT PARK
PARCEL LAYOUT**

PROJECT NO.:	18667
SURVEYED BY:	NA
CREATED BY:	GRA
APPROVED BY:	MLM
REVISION DATE:	
PARCEL LAYOUT	

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

2. Property Information

2.2 Zoning Designation

2.2.1 Identify the level of government responsible for zoning.

The Corson Development Park lies within the corporate limits of the City of Brandon, Minnehaha County, South Dakota and therefore falls under the zoning jurisdiction of the Brandon Planning & Zoning Commission with final jurisdiction by the Brandon City Council.

The City of Brandon also has an agreement with Minnehaha County concerning “Three Mile Extraterritorial Jurisdiction”. This agreement allows Brandon to review and approve zoning decisions in areas outside the city limits that will effect Brandon in the future. The area to the north and west of the Brandon Industrial Park are within this jurisdictional territory.

City of Brandon
304 Main Avenue
Brandon SD 57005

Phone:605-582-6515

2.2.2 Identify and provide proof of the current zoning in place.

The property known as the Corson Development Park located on East Hemlock Boulevard is currently zoned (HI) Heavy Industrial.

This district is intended to provide for general industrial uses which may create some nuisance and which are not properly associated with, nor compatible with residential, office, or commercial establishment. All uses in this district shall comply with any state or local regulations regarding noise, emissions, dust, odor, glare, vibration or heat when applicable.

Brandon Municipal Code for HI Zoning is attached.

A current zoning map of the City of Brandon is attached.

2.2.3 If the property is not currently zoning for intended land use.

N/A

CHAPTER 15-10
HI: HEAVY INDUSTRIAL DISTRICT

This district is intended to provide for general industrial uses which may create some nuisance and which are not properly associated with, nor compatible with residential, office, or commercial establishment. All uses in this district shall comply with any state or local regulations regarding noise, emissions, dust, odor, glare, vibration or heat when applicable.

15-10-1

PERMITTED USES

<u>Permitted Use</u>	<u>Applicable Standards</u>
Wholesale trade	15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12
General manufacturing other than those listed below	15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12
Farm store or feed store	15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12
Contractor's shop/storage yard	15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12 Subject to screening of all outdoor storage from view
Public utility facility	15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12
Frozen food locker	15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12
Wireless Communication Facility on existing support structure	15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12
Electrical substation	An opaque screen, six feet in height, must be located as far back as all setback lines 15-12-2, 15-12-12
Retailing	Being an accessory use when in conjunction with a primary use of wholesaling or manufacturing 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12
A warehouse or mini-warehouse	Subject to the materials stored on the premises shall have a level 1 or below in the Fire Protection Guide on Hazardous Materials 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12
Bus and truck wash	All water from the truck or bus wash being contained on the site 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12
Truck repair, sales, and service	No unscreened outdoor storage of parts 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12
Fruit and vegetable canning and processing	Traffic to and from the facility will not travel on residential streets and the odor will not impact residential neighborhoods 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12

Refining	Traffic to and from the facility will not travel on residential streets and the location shall not be located within ½ mile of a residential area 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12
Motor vehicle repair shop	An adequate number of parking spots to store the cars and screen parts and materials from view 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12
Accessory structure (i.e. garage, shed)	15-12-3 (see definition)

Legislative History:
Ordinance #445, 5/27/09

Authority:
SDCL § Ch. 9

15-10-2

CONDITIONAL USES

<u>Conditional Use</u>	<u>Applicable Standards</u>
Bus/truck terminal	15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Telecommunications Tower	15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Off-premise signs	15-12-2, 15-12-7, 15-19-1
Recycling collection facility	Subject to any outdoor storage of recyclable materials must be within an opaque screened area at least six feet in height 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Manufacture of: acid, alcohol, ammonia, asphalt, bleach, cement, chlorine, dyestuffs, explosives, fertilizer, glue, gypsum, lime, oils, paint, plaster or paris, shellac, sizing, turpentine or yeast	Traffic to and from the facility will not travel on residential streets and the odor will not impact residential neighborhoods 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Stockyards/slaughtering of animals	Subject to traffic to and from the facility will not travel on residential streets and the odor will not impact residential neighborhoods 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Rendering	Traffic to and from the facility will not travel on residential streets and the location shall not be located within ½ mile of a residential area 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1

Distillation of products	Traffic to and from the facility will not travel on residential streets and the odor will not impact residential neighborhoods 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Paper manufacturing Smelting Boiler works	Traffic to and from the facility will not travel on residential streets and the location shall not be located within ½ mile of a residential area 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Tank farm; petroleum products terminal	Traffic to and from the facility will not travel on residential streets and the odor will not impact residential neighborhoods 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Grain terminal; grain processing	Traffic to and from the facility will not travel on residential streets and the odor will not impact residential neighborhoods 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Salvage yard	Being sited off the main thoroughfares of the City, ½ mile from a residential district and be screened from view; the owner shall agree to control rodents as a condition of the permit 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Manufacture and storage of electric transformers	Chemicals associated with the transformers will be contained in an acceptable manner 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Quarry	Subject to the site being located at least 1,000 feet from commercial or residential properties 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Automobile storage yard	Screening of the storage yard with fence, berm, vegetation or placement on the lot 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Recycling processing facility	Any outdoor storage of recyclable materials must be within an opaque screened area at least six feet in height and all processing operations must be fully enclosed 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1

Broadcast tower	Being located at least 300 feet from a residential district 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Solid waste transfer facility	Screening of the storage area with fence, berm, vegetation or placement on the lot Traffic to and from the facility will not travel on residential streets and the location shall not be located within ½ mile of a residential area 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Wind energy conversion system	15-12-16, 15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1
Adult Oriented Business	15-12-2, 15-12-4, 15-12-5, 15-12-6, 15-12-12, 15-19-1; Chapter 8-6 to 8-9

Legislative History:
Ordinance #445, 5/27/09

Authority:
SDCL § Ch. 9

15-10-3

LOT AND YARD REGULATIONS

All measurements shall be taken from the lot line to the building line (see definitions).

	Lot Area	Lot Width	Front Yard	Side Yard	Rear Yard	Maximum Height
All Uses	NA	NA	40 feet, see #2, #3	10 feet, see #2	25 feet	55 feet, see #1

EXCEPTIONS

- #1 A conditional use permit will be required for any structure having a maximum height exceeding 55 feet. (See 15-19-1)
- #2 There shall be a required front yard on each street side of a double frontage lot. There shall be a required front yard on each street side of a corner lot.
- #3 A front yard of 60 feet shall be required if any structure exceeds 30 feet.
- #4 See also Adjustment to Yard Regulations (Chapter 13) for other specific exceptions.

Legislative History:
Ordinance #445, 5/27/09

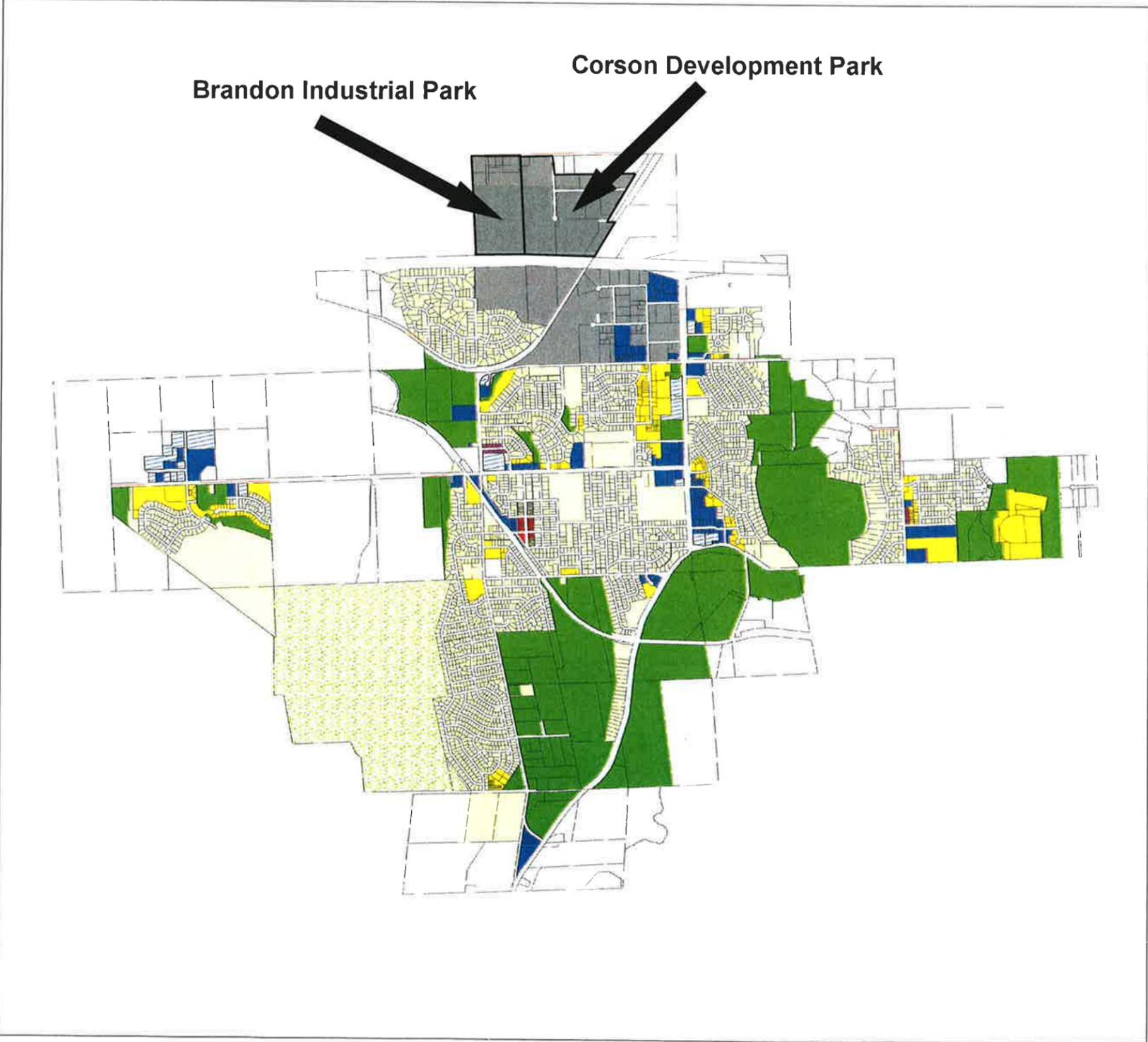
Authority:
SDCL § Ch. 9

Brandon Zoning Map 11/12/2013

Brandon Official Zoning Map

Legend

- <all other values>
- Zoning**
- NRC Floodplain/Conservation
- R-1 Residential - Single Family
- R-2 Residential - Multi Family
- R-3 Residential - Manufactured Housing
- GB General Business
- GBV General Business - Vacant
- CB Central Business
- CBV Central Business - Vacant
- LI Light Industrial
- HI Heavy Industrial
- PD Planned Development
- Big Sioux Recreation Area
- Brandon_City_Limits



This is to certify that this is the Official Zoning Map referred to in Chapter 15-2-2 of Ordinance No. 482 of Brandon, South Dakota.

Adopted this 15th day of June, 2009

Larry D. Beachly
 Signed by: _____
Alvin E. Olson
 Attest: Finance Officer

Public Hearing held by Planning Commission: May 7, 2009
 Public Hearing/1st reading held by City Council: June 1, 2009
 Second Reading and Adoption by City Council: June 15, 2009
 Publication Dates: June 24, 2009 & July 1, 2009
 Effective Date: July 21, 2009

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

2. Property Information

2.3 Environmental Information

2.3.1 Provide a copy of an environmental assessment.

A copy of the environmental assessment is attached.



GEOTEK ENGINEERING
& TESTING SERVICES, INC.
909 East 50th Street North
Sioux Falls, South Dakota 57104
605-335-5512 • FAX 605-335-0773
1-800-354-5512 www.geotekeng.com

January 27, 2014

Brandon Development Foundation, Inc.
200 N. Phillips Ave. #101
P.O. Box 907
Sioux Falls, SD 57101-0907

Attn: Mr. Dennis Olson

Subj: Phase I Environmental Site Assessment
Vacant Land within Brandon/Corson Development Park
Near 260th St. & 481st Ave.
Brandon, SD
GeoTek #13-D83

Dear Mr. Olson,

We have completed a Phase I Environmental Site Assessment for the referenced project and are transmitting one copy of our report. This work was performed in accordance with your authorization of December 26, 2013. Please refer to our conclusions and recommendations for the major findings and recommendations we have made.

If you have any questions or concerns regarding the information presented in this report, or if we can be of additional service, please contact our office (605-335-5512).

GeoTek Engineering & Testing Services, Inc.

Kristen M. Burns
Staff Scientist
Assessor #11608

Phase I Environmental Site Assessment
Vacant Land within Brandon/Corson Development Park
Near 260th Street & 481st Avenue
Brandon, South Dakota

GeoTek #13-D83



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FIGURE 2 - Approximate Parcel Outline

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APPENDIX B - Plat Maps

APPENDIX C - User Questionnaire and Protective Covenants

**PHASE I ENVIRONMENTAL SITE ASSESSMENT
VACANT LAND
NEAR 260TH ST. AND 481ST AVE.
BRANDON, SOUTH DAKOTA
GEOTEK #13-D83**

INTRODUCTION

This report presents the results of our work performed at the referenced property. This work was performed in accordance with our contract dated December 18, 2013. No individual, corporation, or interest other than Brandon Development Foundation, Inc. may rely on this report without prior authorization from GeoTek Engineering & Testing Services, Inc.

PURPOSE AND SCOPE

This Phase I Environmental Site Assessment was conducted during the period of December 30 to January 27, 2014. The purpose of this Phase I Environmental Site Assessment was to evaluate the potential presence of hazardous substances and soil and/or groundwater contamination due to past and/or current land use practices at the site, or from nearby off-site operations. The scope of services for this assessment included the following tasks:

1. Review of information on the geology and hydrogeology of the site vicinity. Review of available information, if any, regarding previous sampling and analysis of soil, groundwater, or surface water conducted at the site.
2. Review of the subject property, records, and interviews of individuals associated with the property regarding the present or past existence of suspect asbestos containing materials, environmental permits or licenses, hazardous or potentially hazardous substances, distressed vegetation, stained soil, unusual grade changes, random dumping or on-site disposal, suspect polychlorinated biphenyls (PCBs), and underground/above ground storage tanks.
3. Conduct a site vicinity reconnaissance to identify nearby off-site facilities that could potentially impact the subject property.
4. Review of available historical resources such as aerial photographs, fire insurance maps, tax assessor records, recorded land title records, USGS topographic maps, street directories, county atlases, and building department records, to identify, as nearly as possible, past uses of the property. If recorded land title or judicial records are provided by Client, review of those records for past land use information, environmental liens, and activity and land use limitations.
5. Review of reasonably available regulatory agency information and records. Verbal and/or written communication with federal, state and local environmental regulatory agencies concerning the usage, storage, treatment, and disposal of hazardous substances.

6. Preparing a report presenting our observations, pertinent documents, opinions, and recommendations.

The scope of our services did not include collecting or analyzing physical evidence for the presence or lack of contaminants such as asbestos, urea formaldehyde, PCBs, petroleum, mold, radon gas, herbicides, pesticides, fertilizers or other substances unless stated above.

With respect to our review of recorded land title records (if provided by client), we have not provided an opinion as to marketability of title and have not otherwise warranted as to condition of title.

Similarly, a reliance letter, an assessment of wetlands, mineral rights investigation, drinking water testing, indoor air quality testing (including vapor intrusion), or environmental audits of operations, environmental practices or management was also not included in the scope of work.

PROJECT PHILOSOPHY AND LIMITATIONS

Information contained herein was obtained through a limited work scope by means of interviews, document research, and on-site observations. Conclusions are based on available information. However, this is not to imply that this is all of the information that exists which may be pertinent to the environmental liabilities of the site. The intent of this study was to identify environmental problems that would be evident to an environmental professional and was not intended to represent an exhaustive research of all potential hazards which may exist.

Furthermore, certain potential environmental hazards reported in this study may require more comprehensive analysis to fully assess their magnitude and financial impact.

This report is representative of present conditions only. Situations or activities which occur subsequent to this report and which result in adverse environmental impacts are not relevant to this study. Phase I reports are generally considered valid for up to 180 days after completion. Reports over 180 days old but less than one year old can be used if updated.

SITE DESCRIPTION

The site consists of four parcels of vacant land (approximately 81.26 acres) in the north part of Brandon, SD. The approximate legal descriptions are Lot 3 and Tract A, Block 1, Brandon Industrial Park First Addition, City of Brandon, Minnehaha County; a portion of W1/2 NW1/4 & Vac ROW on West Section Line (Ex. H-1 & Ex. Brandon Industrial Park First Addition) (27-104-48); and E1/2 Vac N. 1st Ave. lying adj. & Outlot A (Ex. Trs 2, 3, 4 & 5 & Ex. Lot 1, Blk 2 & Lot 3, Blk 1 & Lot 2A, Blk 3). The site is within the N1/2, Section 27, T102 N, R48W. According to county assessor records, Brandon Revolving Loan and Corson Development Association LLP are the current owners of the site.

PHYSICAL SETTING REVIEW

Topographic Maps

A review was conducted of available historical topographic maps from various sources. A topographic map from 1962, photorevised in 1976, was available (Figure 1). The following pertinent information regarding the subject property and vicinity was observed during the topographic map review.

* 1962 - U.S.G.S. Brandon, South Dakota-Iowa 7.5 Minute Quadrangle

The site appears to be vacant or agricultural land. Structures are seen east of the site. 260th Street is seen adjacent to the north. Interstate 90 is seen south of the site. A Great Northern rail line is seen east of the site. The elevation of the western portion of the site is approximately 1380-1430' above mean sea level, with a slope to the southeast. The elevation of the eastern portion of the site is approximately 1355-1365', with a slope to the east. The nearest surface water is an unnamed intermittent stream that likely runs through the southwest corner of the western portion of the site. The stream runs mostly east-west.

*1976 - U.S.G.S. Brandon, South Dakota-Iowa 7.5 Minute Quadrangle

This edition is a 1962 map, photorevised in 1976. No apparent changes are seen on-site. Four structures are now seen west of the site. Some development has occurred east of the site.

Hydrogeology

Geology

The subject site is underlain by Quaternary Outwash, Terrace and Quaternary Till, Minnehaha Till Plain. The outwash is a sand and gravel mixture of glaciofluvial origin with a flat to gently sloping surface above late Wisconsin outwash terraces. The Terrace deposits under the subject site are from the Illinoian period. The till is a heterogeneous mixture of boulders, sand, silt and clay. The clay till may be covered by up to several feet of loess (wind-deposited silt). The unit forms a highly dissected topography. The Quaternary deposits are about 0-150' thick in the area, with the thickest deposits on the west edge of the site (Tomhave, 1994).

The bedrock below the site is likely the Cretaceous Split Rock Creek Formation at an elevation of about 1250-1300' (Tomhave, 1994).

One publication reports that the eastern portion of the site is in an area of high probability of sand and gravel within 25' of the land surface. The western portion of the site is in an area of low probability of sand and gravel within 25' of the land surface. There is reportedly a low probability of Sioux Quartzite within 25' of the land surface in the site and the vicinity (Jarrett, 1990).

Groundwater

Shallow groundwater is likely present within 10-20' below the land surface. Groundwater within sand and gravel would likely be considered part of the Brandon Aquifer. The aquifer is about 20-30' thick in the area. The regional direction of groundwater flow is to the east (Lindgren, 1992). The groundwater gradient is often in the same direction as the surface topographic slope. Based on the topographic map, the direction of the local groundwater gradient is to the east/southeast.

Groundwater is also present within the bedrock of the Split Rock Creek and Sioux (Quartzite) Formation and they would both be considered aquifers (Lindgren, 1992).

The eastern portion of the site appears to be within the Minnehaha County Shallow Aquifer area as designated by the Minnehaha County Water Source Protection District.

Soils

There are approximately seven different native soils on-site:

Alcester silt loam, 1-3% slopes. This is a deep, moderately well drained, medium textured soil that formed in silty sediments washed from the uplands. These soils occur in the foot slopes along large streams. Alcester soils are generally silty clay loam with some soft lime deposits (Nestrud, 1964).

Buse-Sioux complex, 5-17% slopes. The complex consists of excessively drained, medium textured soils that formed in glacial till and alluvium on rolling and steep uplands. The soils generally consist of stony till with thin layers of sand or gravel (Nestrud, 1964).

Crofton silt loam, 5-9% slopes, eroded. This is a deep, silty, excessively drained soil developed in loess on uplands (ridges). The loess is about 6' thick, with glacial till underneath (Nestrud, 1964).

Estelline silt loam, 0-2% slopes. The Estelline Series is a deep, well drained, medium textured soil over sand and gravel. These soils developed in silty material deposited by wind or water. This soil occurs on nearly level uplands and on stream terraces. It takes on water readily and has slow run-off (Nestrud, 1964).

Moody-Nora silty clay loams, 5-9% slopes, eroded. These soils are deep and well drained, and developed in calcareous loess (wind-deposited silt). It occurs on eroded sloping uplands. There is a hazard of erosion from somewhat excessive runoff (Nestrud, 1964).

Vienna silt loam, 3-5% slopes. It is a deep, well drained medium textured soil. This soil occurs on gentle slopes on glaciated uplands. The subsurface is glacial till. Runoff is moderate. In some places the surface layer is covered with a thin deposit of loess (Nestrud, 1964).

Benclare silty clay loam, poorly drained, 0-2% slopes. This is a deep, moderately well drained to poorly drained, fine-textured soil that formed in sediments deposited by wind or water. It is found on flats and in slight depressions. This soil has a high water-holding capacity (Nestrud, 1964).

PRESENT SITE CONDITIONS

Site Reconnaissance

On January 3, 2013, we performed a reconnaissance visit to the site to make visual observations of existing site conditions, land use, and nature of businesses. Snow cover of a few inches up to about 1-2' deep was present on-site. The snow prohibited a comprehensive view of the land surface.

The subject property consists of grass (hay) land in the north part of Brandon, SD. The extreme west edge of the subject property has a landscaped berm and some trees. A railway spur exists near the southwest edge of the eastern portion of the subject property.

A pipeline marker for a gas line was noted at the south end of N. Plum Ave., adjacent to the east of the western portion of the site. Water and sewer line markers were observed on the east edge of the eastern portion of the subject property, adjacent to Railroad Ave.

Survey pins and flags were not observed at the property corners. No storm sewer catch basins or surface water were observed on-site. Cisterns, water supply wells, cooling towers, elevators, sumps, surface stains, waste disposal, and distressed or dead vegetation were not observed on-site.

It was hard to observe where apparent earthwork or grading had been done in the past due to the snow cover on-site.

Photographs of the site are attached in Appendix A. Two of four parcels currently have plat maps available. Copies of the plat maps for Lot 3 and Tract A are attached in Appendix B.

Asbestos Review

The subject property was reviewed for obvious suspected asbestos containing materials. There are no buildings or structures on-site. Suspect asbestos containing materials were not observed.

Historical information does not indicate previous site structures. There may be some, perhaps minor, potential for buried debris. Debris may have potential to contain asbestos.

Hazardous or Potentially Hazardous Materials

Hazardous or potentially hazardous substances were not observed or suspected to exist on-site.

There is potential for agricultural chemicals such as herbicides, pesticides, insecticides, and fertilizers to have been used on-site in the past. Evidence of uncontrolled ag chemical releases (i.e. unusual areas devoid of vegetation) was not observed. We presume there is no concern regarding ag chemical usage at crop application rates.

Lead Review

Due to the vacant nature of the property, lead-containing materials (i.e. lead-based paint or lead solder) are not suspected to exist within the site.

PCB Review

Transformers were not observed on the subject property. Pad-mounted electrical cable boxes and/or transformers were observed near the site boundaries. Due to their apparent recent age, they are not suspected to contain PCBs. Evidence of leakage of transformer oils was not observed.

Underground/Aboveground Storage Tank Review

Evidence of underground storage tanks (USTs), such as fill/vent pipes or dispenser islands, was not observed. There is no knowledge of USTs being previously located on-site. Aboveground storage tanks (ASTs) were not observed on-site.

Site Vicinity Reconnaissance

The site is roughly bounded by:

- North - 260th St./Hemlock Blvd., Rosen's Inc., Monson Machining, Lacey Rentals Inc., unnamed business, cropland, Jebro, The Bergquist Company, N. 1st Ave.
- East - Railroad Ave., CHS Inc., Eastern Farmers Cooperative, railroad tracks, Marmen Energy, electrical substation, Integra Plastics Inc., N. Plum Ave.
- South - Cropland, E. Willow Street, Wausau Supply Co.
- West - 481st Ave., residences, vacant land, N. Walnut Ave.

Land use in the immediate vicinity is mixed industrial, agricultural, and commercial.

A drive-by survey of the immediate site vicinity revealed the following items of apparent significance such as suspect UST locations, potential hazardous waste generators, industrial properties, etc:

1. Jebro Inc. is located adjacent to the north of the eastern portion of the subject property. Two large apparent petroleum storage tanks were observed. Five smaller ASTs, 1 tote, and drums were also observed on the exterior. The size and contents of the ASTs, tote, and drums are unknown.
2. Rosen's Inc. is located adjacent to the north of the western portion of the subject property. Signs on the door indicated hazardous material storage within the site building.
3. An electrical substation is located approximately 130' northeast of the western portion of the subject property. The substation likely has transformers, which are suspected to contain PCBs.
4. Marmen Energy is located adjacent to the east of the western portion of the subject property. Compressed gases were observed on the exterior of the site building.
5. Midwest Rail Car Repair is located approximately 600' north of the eastern portion of the subject property. Numerous tank cars were observed on the property boundaries. Chemical storage is suspected to exist within the site buildings.

6. The Bergquist Co. is located adjacent to the west of the eastern portion of the subject property. A large apparent propane tank was observed on the exterior of the building.
7. CHS Inc. is located adjacent to the east of the eastern portion of the subject property. Three large apparent propane tanks were observed on the exterior.
8. Eastern Farmers Cooperative is located adjacent to southeast of the eastern portion of the subject property. One AST was observed adjacent to the railroad tracks. Numerous tank cars were observed on the railroad tracks throughout the length of the property. Three large apparent petroleum storage tanks and six smaller ASTs were observed in an apparent earth berm.

HISTORICAL SOURCES REVIEW

Aerial Photograph Review

A review was conducted of available historical aerial photographs from various sources. Photographs from the years 1953, 1958, 1968, 1971, 1976, 1991, 1996, 2003, 2007, and 2012 were reviewed. The following pertinent information about the site and vicinity was obtained from the review. The photo source is listed.

* 1953 - EROS Data Center (Scale 1" = 5800')

This photo is very small scale. The site appears to be vacant or agricultural land. 260th St. and 481st Ave. are seen adjacent to the site. Railroad tracks are seen east of the site. The north, west, and east perimeter section line roads are seen.

* 1958 - EROS Data Center (Scale 1" = 1530')

The site remains as previously seen. All four perimeter section line roads are seen now. The vicinity remains as previously seen.

* 1968 - US Department of Agriculture (Scale: 1" = 1690')

The site remains as previously seen. What appear to be approximately 30-40 grain storage bins are now seen adjacent to the east. Interstate 90 is now seen south of the site. Approximately 5 structures have been added west of the site.

* 1971 - EROS Data Center (Scale 1" = 2780')

The photo is small scale. The site remains as previously seen. The vicinity and roads remain as previously seen.

* 1976 - EROS Data Center (Scale 1" = 3050')

The photo is small scale. The site remains as previously seen. The apparent grain storage bins seen east of the site have now been removed. The roads remain as previously seen.

* 1991 - NAPP (Scale 1" = 833')

The site remains as previously seen. Development has occurred adjacent to the west and east edges of the site. The roads remain as previously seen.

* 1996 - NAPP (Scale 1" = 833')

The site remains as previously seen. A water tower has been added just north of the site. Three large ASTs are seen east of the site. The roads remain as previously seen.

* 2003 - Google Earth (Scale varies)

The photo is in color. The site remains as previously seen. Jebro, Inc. and a rail spur are now seen adjacent to the north of the eastern portion of the site. An apparent residence has been added adjacent to the west. An electrical substation has been added east of the western portion of the site. Midwest Rail Car Repair is now seen north of the site. The roads remain as previously seen.

* 2007 - Google Earth (Scale varies)

The photo is in color. There appears to be some earthwork being done in the center of the western portion of the site. Earthwork is being done adjacent to the west of the eastern portion of the site. Wausau Supply Company is now seen adjacent to the south of the eastern portion of the site. An additional rail spur has been added adjacent to the south of the eastern portion of the site.

* 2012 - Google Earth (Scale varies)

The photo is in color. The site appears to be vacant or agricultural land. Marmen Energy, Bergquist Co., and Integra Plastics are all seen adjacent to the site. The rail spur adjacent to the south has been extended north towards 260th St. and a portion of it is now on-site. Three buildings are now seen adjacent to the north of the western portion of the site.

City Directories

Polk's City Directories were reviewed for the site and vicinity at approximate 5 year intervals for the period 1995 to 2014. Rural area addresses are believed to have been established and included in about 1998. The site borders 260th St./ E. Hemlock Blvd., 481st Ave., N. Plum Ave. (formerly N. Tower Tech Ave.), E. Willow St., Railroad Ave., N. Walnut Ave. and N. 1st Ave. Listings along those streets follow (apparent off-site residential listings excluded). The site was at the edge of town for many years. It appears that directories did not always list addresses in the area.

260th Street (48000-48100s)

1995 Street not listed

48095	2000	Country Woodshed
	2005-2014	Not listed
48178	2000	Not listed
	2005-2010	Jebro Inc.
	2014	Not listed
48185	2000-2005	Chief Welding Machine
	2010-2014	Not listed

E. Hemlock Blvd.

1995-2005	Street not listed	
2010	No business listings in the site vicinity	
213	2014	Monson Machining
520	2014	Rovang Farm

481st Avenue

1995	Street not listed	
2000-2005	No business listings in the site vicinity	
25931	2010-2014	Hound Dog Hotel pet boarding & sitting

N. Plum Ave.

1995-2014	Street not listed
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N. Tower Tech Ave.

1995-2014	Street not listed
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E. Willow St.

1995-2010	Street not listed	
609	2014	Integra Plastics

Railroad Ave.

1995-2010	Street not listed
2014	No business listings in the site vicinity

N. First Ave.

1995-2014 Street not listed

N. Walnut Ave.

1995-2010 Street not listed

1809 2014 Rosen's Inc. agricultural chemicals

County Atlases

1. Standard Atlas of Minnehaha County, South Dakota, 1903, by Geo. A. Ogle & Co.

The site is within the N1/2 of Section 27 of Brandon Township. The site is part of three separate larger parcels owned by Helen Land, J.E. Holden, and Ole Christopherson. No structures are seen on-site. Railroad tracks are seen east of the site. All four perimeter section line roads are seen, except the west half of the south section line is not shown.

2. Illustrated Historical Atlas of South Dakota, 1904 by E. Frank Peterson.

No structures are seen on-site. This map does not list landowners. The roads and vicinity remain as previously described.

3. Atlas and Plat Book of Minnehaha County, South Dakota, 1913 by Getty & Wagner

The site is part of three separate larger parcels owned by T. Iverson, J.E. Holden, and T.O. Christopherson. No structures are seen on-site. Railroad tracks are seen east of the site. All four perimeter section line roads are seen.

4. Atlas and Farmers Directory of Minnehaha County, South Dakota, 1917 by the Farmer

The site is part of three separate larger parcels owned by Theodore Iverson, J.E. Holden, and T.O. Christopherson. No structures are seen on-site. The roads and vicinity remain as previously described.

5. Smiths Atlas of Minnehaha County, South Dakota, 1926 by Percy T. Smith

The site is part of three separate larger parcels owned by Theo Iverson, Josephine Christopherson, and Mrs. Celia Holden. No structures are seen on-site. All four perimeter section line roads are seen, except the west half of the south section line is not shown. The vicinity remains as previously described.

6. Atlas and Farmers' Directory of Minnehaha County, South Dakota, 1929 by The Farmer

The site is part of three separate larger parcels owned by Theo Iverson, Josephine Christopherson, and Celia Holden. No structures are seen on-site. All four perimeter section line roads are seen, except the west half of the south section line is not shown. The vicinity remains as previously described.

7. Official County Plat Book and Farmers' Directory of Minnehaha County, South Dakota, 1954 by Farm Plat Book Publishing Co.

The site is part of three separate larger parcels owned by Theo Iverson, Josephine Christopherson, and H.R. Johnson. No structures are seen on-site. All four perimeter section line roads are seen. The vicinity remains as previously described.

8. Atlas of Minnehaha County, South Dakota, 1957 by Thomas O. Nelson Co.

The site is part of three separate larger parcels owned by Mrs. Theo Iverson, Earl M. Christopherson, and Howard R. Johnson. No structures are seen on-site. All four perimeter section line roads are seen. The vicinity remains as previously described.

9. Atlas of Minnehaha County, South Dakota, 1966 by Thomas O. Nelson Co.

The site is part of a three separate larger parcels owned by Tilford Iverson, Howard R. Johnson, and Earl M. Christopherson. No structures are seen on-site. Interstate 90 is now seen south of the site. The vicinity remains as previously described.

10. Atlas of Minnehaha County, South Dakota, 1975 by Midland Atlas Company

The site is part of a three separate larger parcels owned by Tilford & June Iverson, Howard R. Johnson, and Earl M. Christopherson. No structures are seen on-site. The roads and vicinity remain as previously described.

11. Atlas of Minnehaha County, South Dakota, 1980 by Midland Atlas Company

The site is part of three separate larger parcels owned by Tilford & June Iverson, Howard R. Johnson, and Thomas E. Christopherson. No structures are seen on-site. The roads and vicinity remain as previously described.

12. Atlas of Minnehaha County, South Dakota, 1984 by Title Atlas Company

The site is part of the three separate larger parcels owned by Ernest Mueller Swier, Howard R. Johnson, and Thomas E. Christopherson. No structures are seen on-site. The roads and vicinity remain as previously described.

13. Atlas of Minnehaha County, South Dakota, 1989 by Midland Atlas Company

The site is part of three separate larger parcels owned by Hugo Musselmann, Howard R. Johnson, and Thomas E. Christopherson. No structures are seen on-site. The roads and vicinity remain previously described.

14. Atlas of Minnehaha County, South Dakota, 1991 by Title Atlas Company

The site is part of three separate larger parcels owned by Ernest Mueller & Wilma J. Swier, Robert R. Johnson et ux & Berdett Braun et ux, and Thomas E. Christopherson. No structures are seen on-site. The roads and vicinity remains previously described.

15. Atlas of Minnehaha County, South Dakota, 1997 by Midland Atlas Company

The site is part of three separate larger parcels owned by the Hugo Musselmann family, Robert & Sandra Johnson, and Eunice Mueller & Eleanor Wickre. No structures are seen on-site. The roads and vicinity remain as previously described. An undated homestead map was also included in this atlas. The site is part of three separate larger parcels owned by Helen Lune, J.E. Holden, and Ole Christopherson. No structures are seen on-site. Railroad tracks are seen east of the site. All four perimeter section line roads are seen, except the west half of the south section line is not shown.

County Director of Equalization

The site is assessed as four parcels:

Parcel 1

Owner: Corson Development Association LLP
Legal Description: E1/2 Vac N 1st Ave. lying adj. & Outlot A (Ex. Trs 2, 3, 4 & 5 & Ex. Lot 1, Blk 2 & Lot 3, Blk 1, & Lot 2A, Blk 3
Address: N/A
Year Built: N/A
Land Area: 34.15
Assessed Value: Improvements \$ 0
Land \$260,375
Total \$260,375
Recent Integra to Corson Development Park on 11/28/2012.
Record of Sales: Distributors Development Inc. and Corson Development Association LLP to Integra Plastics Inc. on 7/6/2011.
Corson Development Association LLP to Corson Development Park Addition on 5/16/2011.
City of Brandon to The Public on 3/10/2010.
Corson Development Association LLP to Tower Tech Systems Inc. on 8/14/2008.
Corson Development Association LLP to Corson Development Park Addition on 6/19/2008.
Corson Development Association LLP to The Bergquist Co. on 9/4/2007.

Corson Development Association LLP to Corson Development Park Addition on 6/20/2007.

Corson Development Association LLP to The Bergquist Co. on 6/8/2007.

Corson Development Association LLP to Corson Development Park Addition on 1/26/2007.

Parcel 2 (site is a portion of this parcel)

Owner: Brandon Revolving Loan

Legal Description: W1/2 NW1/4 & Vac. ROW on West Section Line (Ex. H-1 & Ex. Brandon Industrial Park First Addition)

Address: N/A

Year Built: N/A

Land Area: 63.37

Assessed Value: N/A (owner is exempt)

Recent Brandon Industrial Park First Addition to the City of Brandon to Brandon

Record of Sales: Revolving Loan on 12/13/2013.

Brandon Development Foundation to Brandon Revolving Loan on 10/23/2012.

Brandon Industrial Park First Addition to the City of Brandon to Brandon Revolving Loan on 10/22/2012.

Rosen's Inc. to Brandon Development Foundation on 9/23/2010.

Parcel 3

Owner: Brandon Revolving Loan

Legal Description: Lot 3, Block 1, Brandon Industrial Park First Addition, City of Brandon

Address: N/A

Year Built: N/A

Land Area:

Assessed Value: N/A (owner is exempt)

Record of Sales: Brandon Industrial Park First Addition to the City of Brandon to Brandon Revolving Loan on 11/20/2008.

Parcel 4

Owner: Brandon Revolving Loan

Legal Description: Tract A, Brandon Industrial Park First Addition, City of Brandon

Address: N/A

Year Built: N/A

Land Area:

Assessed Value: N/A (owner is exempt)

Record of Sales: Brandon Industrial Park First Addition to the City of Brandon to Brandon Revolving Loan on 8/17/2009.

Fire Insurance Maps

A review was conducted of available fire insurance maps. Sanborn Map Company maps were apparently not made for the City of Brandon. A Fire Underwriters Inspection Bureau map of Brandon from 1965 was available. The site or vicinity was not shown in detail on the map, indicating little development in the area for the year reviewed.

National Pipeline Mapping System

This publicly available database of pipelines was searched on December 31, 2013. No pipelines were found within one mile of the subject property.

Recorded Land Title Records Review

An abstract of title for the subject property was not available for review. The plat map for Lot 3 was filed on November 20, 2008 by Sayre Associates. The plat map for Tract A was filed on August 17, 2009. Copies of both plat maps are attached in Appendix B.

The Corson Development Park and the Brandon Industrial Park both have protective covenants that cover the entire subject property. The covenants are on file at the Minnehaha County Courthouse. Both covenants are attached in Appendix C.

Data Failure

The All Appropriate Inquiry standard requires that standard historical sources be consulted to develop a history of the previous uses of the site at a maximum of five year intervals. Standard historical sources include aerial photographs, fire insurance maps, property tax files, recorded land title records, local street directories, building department records, zoning/land use records, and other sources. Standard historical sources that are reasonably ascertainable, publicly available, available at reasonable time and cost, and are practically reviewable must be reviewed from the present back to the first developed use (which includes agricultural use or placement of fill dirt) or back to 1940, whichever is earlier. Review of standard historical sources may be excluded if they are not reasonably ascertainable or not likely to be sufficiently useful, accurate or complete.

Data failure occurs when all standard historical sources that are reasonably ascertainable and likely to be used have been reviewed, and yet the objective of the research has not been met. Data failure is not uncommon in trying to identify previous uses of property back to 1940 or earlier. If data failure occurs, the report shall document the failure, and if any standard historical resources were excluded, give the reasons for exclusion.

For this report, data failure occurred. Historical resources indicate the site has been vacant or agricultural land from the early 1900s (likely before that as well) until approximately 2000 when earthwork began. A rail spur was added near the southwest corner of the eastern portion of the parcel sometime between 2007 and 2012. Historical zoning/land use records were not reviewed as they were deemed not likely to be useful/available. Please refer to the time line (Table 1) for a summary of historical site use.

INTERVIEWS

The objective of interviews is to obtain information indicating possible recognized environmental conditions of the site. An interview of the key site manager and occupant(s), if different than manager, and at least one state and/or local government official are required. Significant items are discussed below:

Owner's Representative - Mr. Dennis Olson, City of Brandon Finance Officer, was interviewed on January 27, 2014 regarding potential information on the subject property. He was not aware of any former building sites, aboveground storage tanks, underground storage tanks, drain tiles, or water wells existing on the subject property. He had no knowledge of any spills, releases, or hazardous conditions existing on the subject property. He had no knowledge of waste disposal occurring on the subject property. Mr. Olson stated that water and sewer lines have been added to the subject property. Mr. Olson stated that soil on the west edge of the large Brandon Revolving Loan parcel was removed and transferred over to the Corson parcel over time. He believed that the earthwork on the Corson parcel occurred between 2000 and 2002. He believed that earthwork occurred on the Brandon Revolving Loan parcels up until 2010.

Occupant - Mr. Todd Dawley of Valley Springs (tenant farmer) was interviewed by telephone (605-359-7881) on January 21, 2014. He stated that he has farmed the parcel since approximately the mid-1980s. He was not aware of any former building sites, aboveground storage tanks, underground storage tanks, drain tiles, or water wells existing on the subject property. He had no knowledge of any spills, releases, or hazardous conditions existing on the subject property. He had no knowledge of waste disposal occurring on the subject property. He stated that most of the subject property has had earthwork completed on it at some point.

Additionally, past owners, operators and occupants who are likely to have significant information about possible contamination shall also be interviewed. In this case, contamination from on or off-site sources are not known to impact the site. In the case of abandoned properties where there is evidence of unauthorized use or uncontrolled access, interviews of one or more neighboring owners or occupants are required. The site is not abandoned. Therefore, an interview with a neighbor was not conducted. One or more state/local government officials to be interviewed are: local fire department, state/regional/local health agency, state/regional/local environmental or hazardous waste office, local agencies that issue building permits or groundwater use permits that document Activity and Use Limitations (AULs).

Minnehaha County Emergency Management - Mr. Lynn DeYoung, Minnehaha County Emergency Management Director, was contacted on January 3, 2014 regarding potential information on the site. Mr. DeYoung stated that he had no records on the subject property.

USER PROVIDED INFORMATION

The user of this report may conduct certain tasks to assist in identifying possible recognized environmental conditions of the site. A questionnaire was submitted to the user. The completed questionnaire was filled out by Mr. Dennis Olson and is attached in Appendix C. Mr. Olson stated that there are two protective covenants that cover the subject property. Mr. Olson stated that the subject property has been farmland for many years and that agricultural chemicals have likely been applied in the past.

One previous Phase I Environmental Site Assessment that covers a portion of the subject property is known to exist. The Phase I Environmental Site Assessment (GeoTek #10-C25, dated November 9, 2010) recommended no additional assessment. During the October 14, 2010 site visit, earthwork was noted as being in progress on the northwest corner of the western portion of the subject property. Earth fill was being taken from the area and transported off-site to the adjacent Rosen's facility, which was under construction at the time.

RECORDS REVIEW

National Priority List

The U.S. Environmental Protection Agency (EPA) National Priority List (NPL) was reviewed for facilities within an approximate one-mile radius of the subject property. The NPL is a list of federal superfund sites of known releases or threatened releases of hazardous substances, pollutants or contaminants throughout the United States. The NPL serves to identify sites which appear to warrant remedial actions or investigations.

There were no listed sites within the radius reviewed.

CERCLIS List

The U.S. E.P.A. CERCLIS (Comprehensive Environmental Cleanup Liability Information System) list was reviewed for facilities within an approximate one-half mile radius of the subject property. The CERCLIS list is an automated inventory system used by the EPA to keep record of hazardous sites or potential uncontrolled hazardous sites which may require cleanup based upon state investigation efforts and upon notifications received as provided by the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA or "Superfund"). An entry does not necessarily imply that an environmental problem exists. **Delisted NPL sites are also included.** The sites are in various stages of investigation.

Listed sites within the radius reviewed were:

1. Big Sioux River Watershed Site, entire length of river in SD, Sioux Falls

Archive CERCLIS List

The U.S. E.P.A. CERCLIS (Comprehensive Environmental Cleanup Liability Information System) list of NFRAP (no further remedial action planned) sites was reviewed for facilities within an approximate one-half mile radius of the subject property.

There were no listed sites within the radius reviewed.

RCRIS List

The U.S. E.P.A. Resource Conservation and Recovery Information System (RCRIS) list was reviewed for facilities within an approximate one-fourth mile radius of the subject property (one mile radius for treatment, storage, and disposal facilities or facilities subject to corrective action). The RCRIS site list is a printout of permitted generators and transporters of hazardous waste, and hazardous waste treatment, storage or disposal facilities regulated by the RCRA Act of 1976.

LQG = large quantity generator, generation of over 1000 kilograms (about 2200 lbs)/month of hazardous waste.

SQG = small quantity generator, 100-1000 kg (about 220-2200 lbs)/month of hazardous waste.

CESQG = conditionally exempt small quantity generator, less than 100 kg (about 220 lbs)/month of hazardous waste.

Listed sites within the radius reviewed:

1. Integra Plastics Inc., Corson Development, NA
2. Lou-Ric Inc., 900 Ash Street, CESQG
3. Marmen Energy (Tower Tech Systems Inc.), 1820 Tower Tech Ave., LQG
4. Midwest Railcar Repair Inc., 25965 482nd Ave., LQG
5. The Bergquist Co., 600 Willow Street, LQG

Toxic Release Inventory (TRI)

Facilities that manufacture, process or import toxic chemicals in excess of 25,000 pounds per year. The list was reviewed for facilities within an approximate one-half mile radius.

Listed sites within the radius reviewed:

1. Jebro, Inc., 1801 Railroad Avenue, Corson
2. Spartan ERV, 907 7th Avenue N., Brandon
3. The Bergquist Co., 600 Willow St., Brandon

4. Lou-Ric Inc., 900 Ash St., Brandon

Federal Brownfields Sites

A brownfield site is real property for which the expansion, redevelopment or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Mine scarred lands may also be considered a brownfield site. EPA grants are available for assessment, cleanup, revolving loans funds and job training. The intent of the grants is to promote assessment, cleanup and reuse of brownfields. The list was reviewed for facilities within an approximate one-half mile radius.

There were no listed sites within the radius reviewed.

Emergency Response Notification System

This EPA list of reported spills was reviewed for facilities within an approximate one-fourth mile radius of the subject property.

Listed sites within the radius reviewed:

1. Harms Oil/Eastern Farmers Co-op, unknown location, approximately 50 to 100 gallons of sulfuric acid were released on June 17, 2011 while offloading a rail car.
2. Koch Nitrogen, 25985 482nd Ave., Corson, SD, a continuous release of anhydrous ammonia (upwards of 1700 pounds per day) was reported on December 21, 2012.
3. Mears Fertilizer Inc., 26033 482nd Ave., Corson, SD, a continuous release of anhydrous ammonia was released from a cooling tower due to production (approximately 30.3 pounds per hour) on August 3, 2013.

Federal Institutional Control/Engineering Control Registry

Institutional controls are a legal or administrative restriction on the use of or access to a site to reduce or eliminate potential exposure to hazardous substances or petroleum in soil or groundwater, or to prevent activities that interfere with a response action. Engineering controls are physical modifications to a site to reduce or eliminate potential exposure to hazardous substances or petroleum in soil or groundwater. The list was reviewed for facilities within an approximate one-fourth mile radius.

There were no listed sites within the radius reviewed.

South Dakota Department of Environment and Natural Resources (DENR)

A. Open or pending investigations involving a spill, leakage, or contamination of soil and/or water within an approximate ½ mile radius of the subject property:

Listed sites within the radius reviewed were:

1. DENR#2013.257 Marmen Energy Company, 1820 N. Plum Avenue (adjacent to the east). An approximately 50 gallon hydraulic oil release was reported on November 15, 2013. The release was reportedly due to an overturned forklift and it occurred near the east central edge of the property. The release reportedly occurred on the gravel parking/driveway areas and was cleaned up. The investigation for this release remains open because the final clean up information has yet to be submitted.

B. Closed, inactive, no further action, or completed investigations involving a spill, leakage, or contamination of soil and/or water within an approximate ½ mile radius of the subject property:

Listed sites within the radius reviewed were:

1. DENR#2011.102 Harms Oil Sulfuric Acid Spill @ CHS Facility, 26033 482nd Ave. (Hwy 11) (adjacent to the southeast). On June 17, 2011, approximately 200 to 300 gallons of sulfuric acid was released during offloading from a rail car to a tank. Soda ash was used initially to neutralize the released acid. Later, approximately 25 tons of ag lime was mixed with the affected soil and the water in a detention pond to neutralize the released acid. Soil samples were collected during the operation and mixed with water to form a slurry, which was then tested with pH paper. The samples had pH measurements ranging from 5 to 8. Approximately 134.5 tons of neutralized soil was hauled to the Sioux Falls Regional Landfill. Soil samples were collected after the neutralized soil was excavated and mixed with water to form a slurry, which was then tested with pH paper. The samples had pH measurements ranging from 6 to 7. Approximately 1100 gallons of neutralized liquid was transported to the Sioux Falls Equalization Basin. On October 24, 2011, DENR stated that the file was closed.
 2. DENR#88.209 Farmland Feed Mill-UST Removals, Hwy 11 between I-90 & Corson (adjacent to the southeast). One 10,000 gal. diesel UST and one 20,000 gal. diesel UST were removed on July 25 and July 28, 1988, respectively. A small area of contamination was observed near the 10,000 gal. UST. The environmental consultant working on the project believed that the contamination was due to leaks in the pump dispenser and associated piping. Over excavation of the contaminated soil occurred. One soil sample was collected at 15 ft. deep in the excavation. The soil sample had a concentration of 496 ppm TPH as diesel fuel. On October 27, 1988, DENR stated that the file was closed.
 3. DENR#85.020 Bulk Plant, Bulk Plant (adjacent to the southeast). On March 27, 1985, a Minnehaha County Civil Defense employee reported a concern with regards to a Corson pesticide bulk storage facility. He stated there were two 1600 gal. ASTs within approximately 200 feet of the Corson city well(s). The ASTs reportedly did not have secondary containment. On October 4, 1993, DENR stated that the file was closed because no release actually occurred.
 4. DENR#2009.075 Rinse Water Release-Containment Leak, 921 9th Ave. N., Closed
 5. DENR#90.528 Corson Coop Elevator, W of Hwy 11 @ Railroad Tracks, No Further Action
 6. DENR#90.107 Former Binders Service and Auto, W of Hwy 11 near grain elevator, Closed
- C. Closed or completed investigations involving an event with no soil and/or water contamination within an approximate ½ mile radius of the subject property:
1. DENR#2010025.000 Clean ATP-CHS Nutrition, 26027 482nd Ave., Closed

2. DENR#99046.000 Eastern Farmers COOP, Eastern Farmers Facility, Closed

D. Currently Registered USTs/ASTs within an approximate 1/4th mile radius of the site:

1. Farmland Ind. Inc., PO Box 517, Brandon, 3 removed USTs
2. Roger's Brake & Alignment/Bottoms Up, 25989 482nd Ave., Corson, 2 seasonal USTs
3. Corson Co-op Company, RR 5 Box 400, Corson, 1 removed UST

Note: the nearby Jebro AST facility and Eastern Farmers Cooperative AST facility are apparently not listed.

E. State Brownfields Sites

A brownfield site is real property for which the expansion, redevelopment or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Mine scarred lands may also be considered a brownfield site. SD DENR assistance is available for targeted assessment and perhaps cleanup. There are also revolving loans funds. The intent of the program is to promote assessment, cleanup and reuse of brownfields. The list was reviewed for facilities within an approximate one-half mile radius.

There were no listed sites within the radius reviewed.

F. State Institutional Control/Engineering Control Registry

Institutional controls are a legal or administrative restriction on the use of or access to a site to reduce or eliminate potential exposure to hazardous substances or petroleum in soil or groundwater, or to prevent activities that interfere with a response action. Engineering controls are physical modifications to a site to reduce or eliminate potential exposure to hazardous substances or petroleum in soil or groundwater. At this time, we are not aware of a state registry or list of such facilities.

G. Permitted Solid Waste Facilities

This state list identifies active and closed landfills, rubble sites, ash monofill, sludge monofill, transfer stations, petroleum contaminated soil landfarms and similar facilities. It was reviewed for facilities within an approximate one-half mile radius of the subject property.

There were no listed sites within the radius reviewed.

City of Sioux Falls

A March 30, 2010 City of Sioux Falls map of former landfills was reviewed for facilities within an approximate one-half mile radius of the subject property (the map covers the subject property area).

There were no listed sites within the radius reviewed.

FINDINGS

The following summarizes our professional opinions regarding the Phase I Environmental Site Assessment performed on the subject property based on the information presented in the previous sections of the report.

- * The subject property consists of grass (hay) land in the north part of Brandon, SD. The extreme west edge of the subject property has a landscaped berm and some trees. A railway spur exists near the southwest edge of the eastern portion of the subject property.
- * A pipeline marker for a gas line was noted at the south end of N. Plum Ave., adjacent to the east of the western portion of the site. Water and sewer line markers were observed on the east edge of the eastern portion of the subject property, adjacent to Railroad Ave.
- * Survey pins and flags were not observed at the property corners. No storm sewer catch basins or surface water were observed on-site. Cisterns, water supply wells, cooling towers, elevators, sumps, surface stains, waste disposal, and distressed or dead vegetation were not observed on-site.
- * The subject property was reviewed for obvious suspected asbestos containing materials. There are no buildings or structures on-site. Suspect asbestos containing materials were not observed.
- * Hazardous or potentially hazardous substances were not observed or suspected to exist on-site.
- * Due to the vacant nature of the property, lead-containing materials (i.e. lead-based paint or lead solder) are not suspected to exist within the site.
- * Transformers were not observed on the subject property. Pad-mounted electrical cable boxes and/or transformers were observed near the site boundaries. Due to their apparent recent age, they are not suspected to contain PCBs. Evidence of leakage of transformer oils was not observed.
- * Evidence of underground storage tanks (USTs), such as fill/vent pipes or dispenser islands, was not observed. There is no knowledge of USTs being previously located on-site. Aboveground storage tanks (ASTs) were not observed on-site.
- * Historical resources indicate the site has been vacant or agricultural land from the early 1900s (likely before that as well) until approximately 2000 when earthwork began. A rail spur was added near the southwest corner of the eastern portion of the parcel sometime between 2007 and 2012.
- * DENR Spills List - Releases are not reported for the subject property. One record of an open investigation (adjacent to the subject property), six records of closed investigations involving contamination (three adjacent to the subject property), and two records of closed investigation not involving contamination were found within a ½ mile radius of the subject property.

* Other Regulatory Lists (besides DENR spills list) - The subject property was not listed on other regulatory lists. There were several nearby off-site facilities on regulatory listings, including one active CERCLIS listing, five RCRIS (mostly hazardous waste generators) listings, four TRI listings, three ERNS listings, and three regulated storage tank facilities,. The off-site non-spills regulatory list facilities are not considered environmentally significant with respect to the site.

DATA GAPS

A data gap is defined as a lack of or inability to obtain the required information for this report despite a good faith effort, such as the inability to perform the site reconnaissance, interviews, etc. A data gap may not always be considered significant, and data failure of standard historical source review may or may not be considered a data gap. This report must identify and comment on significant data gaps that affect the ability to identify recognized environmental conditions, and identify sources of information that were consulted to address the data gaps (if any).

For this report, a data gap occurred. There were three data gaps of 9 to 24 year durations. The data gaps are not considered significant due to a lack of notations of significant site structures or other commercial or industrial use around the gap years. In our opinion, there were no additional interviews, records, or data to be reviewed that would be considered likely to be useful within the cost and time frame of this work.

DISCUSSION

There is potential for undetected releases from off-site sources (i.e. adjacent releases, ASTs, etc.) to affect the site. Releases originating off-site would be the responsibility of those owners or operators. A deceased, unwilling, or insolvent owner or operator would complicate the situation. There may be some difficulty or expense in proving the origin of a release. And a release, even if another's responsibility, could limit or prohibit full use of the subject property. Should releases be identified on-site, DENR may require assessment and/or clean-up of the site.

The SD Petroleum Release Compensation Fund (PRCF) may reimburse eligible parties for expenses related to assessment and remediation of motor fuels or fuel oil from tanks or tank systems. The PRCF has a \$10,000 deductible, with coverage up to \$1,000,000 for eligible expenses related to releases of motor fuels and fuel oil. Expenses related to hydraulic oil, used oil, and other substances are not eligible for reimbursement. Releases from vehicles may be covered if certain criteria are met. If a release originates off-site, there is also some coverage of expenses for an impacted third party. However, coverage is secured through the responsible party.

If an abandoned petroleum UST(s) is discovered, they could be removed at no expense to the property owner under a current DENR program. Abandoned petroleum USTs are eligible for the DENR Tank Yank Program unless they are at a commercially operated motor fuel station operated on or after April 1, 1988. USTs storing motor fuel, heating oil, motor oil, waste oil, etc., are eligible. DENR hires private contractors and consultants to conduct the work. UST contents are removed. Soil samples are collected at the time of UST removal. Contaminated backfill soils, if present, are removed. Replacement soil is minimally compacted. If there is pavement over the UST, it would not be replaced. The state also pays for "any additional cleanup that is needed". Currently, there is no known ending date for this program.

RECOMMENDATIONS

We recommend no further assessment unless other unanticipated evidence of environmental concern arises.

If there is proposed site earthwork involving over 1 acre of land (i.e. demolition, construction, or parking lot paving), the property may become subject to federal storm water rules. In that case, we would recommend discussing the situation with DENR prior to conducting the work.

REMARKS

The conclusions and recommendations contained in this report present our professional opinions. These opinions were arrived in accordance with currently accepted hydrogeological and engineering practices at this time and location. Other than this, no warranty is implied or intended.

GeoTek Engineering and Testing Services, Inc. appreciates the opportunity to provide our services on this project. Please contact us if we can be of further assistance or if you have questions.

Respectfully submitted,



Kristen M. Burns
Staff Scientist
Assessor #11608

This report was reviewed by:



Tracy Michel
Senior Project Manager
PE/Remediator #6865

QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

Kristen Burns - Staff Scientist: Kristen is a staff scientist on assessment projects. She holds a bachelor of science degree in engineering science with a minor in geology from Tufts University. She has experience in managing hazardous waste to include characterization, segregation, packaging, and shipping for compliance with DOT and RCRA rules, Spill Prevention Control and Countermeasure Plans (SPCC), Phase I Environmental Site Assessments, fertilizer and petroleum assessments, environmental audits, lead testing, and indoor air quality testing. She has received training as a lead inspector and risk assessor, and has certification from EPA Region VIII and Iowa. Kristen is a Certified Petroleum Release Assessor in South Dakota with three years of experience.

Kristen completed the site reconnaissance and interviews within the report.

Tracy A. Michel – Senior Project Engineer/Manager: Tracy is a project manager/engineer on assessment/remediation projects. She holds a degree in civil engineering from South Dakota State University. Tracy has completed over 650 Phase I Environmental Site Assessments throughout Iowa, South Dakota, North Dakota, Minnesota, and Nebraska. Tracy is a Registered Professional Engineer and a Certified Petroleum Release Remediator in South Dakota with 21 years of experience. Tracy is an AHERA certified asbestos building inspector/management planner in South Dakota, and an AHERA asbestos building inspector in Minnesota and Iowa. She has received training as a lead-based paint inspector/risk assessor under the EPA model curriculum. Tracy is also a member of ASTM Committee E50 on Environmental Assessment.

Tracy is the Environmental Professional for this report and supervised the completion of the assessment.

REFERENCES

Jarrett, Martin J., Aggregate Resources in Minnehaha County, South Dakota, SD Geological Survey Information Pamphlet No. 42, 1990.

Lindgren, Richard J. & Colin A. Niehus, Water Resources of Minnehaha County, South Dakota, US Geological Survey Water-Resources Investigations Report 91-4101, 1992.

Nestrud, Lorne M., Soil Conservation Service, Soil Survey Minnehaha County, South Dakota, issued June 1964.

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SD Department of Environment and Natural Resources, Environmental Events database, December 31, 2013.

SD Department of Environment and Natural Resources, Registered ASTs and USTs, January 29, 2013.

Tomhave, Dennis W., Geology of Minnehaha County, South Dakota, SD Geological Survey Bulletin 37, 1994.

US Coast Guard, Emergency Release Notification System (ERNS) list, December 31, 2013.

US Environmental Protection Agency (EPA), Archive CERCLIS (Comprehensive Environmental Response, Compensation and Liability Information System), November 12, 2013.

US EPA Brownfields Management Systems Database, December 31, 2013.

US EPA Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) and National Priorities List (NPL) sites, December 31, 2013.

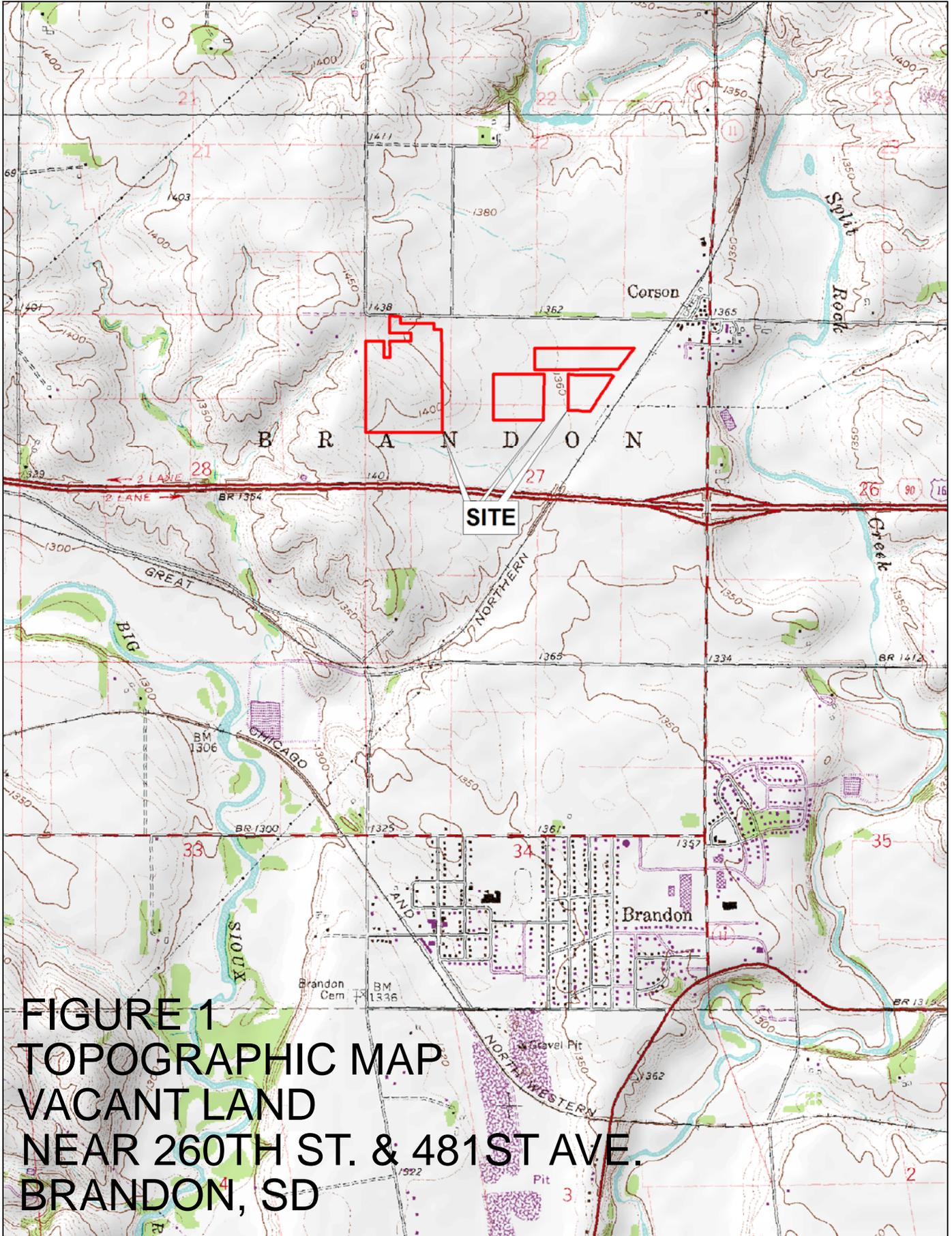
US EPA, Institutional Controls List, December 31, 2013.

US EPA Resource Conservation and Recovery Information System (RCRIS) List, December 31, 2013.

US Geological Survey, Brandon, South Dakota-Iowa Quadrangle, 7.5-minute series map, 1962, photorevised in 1976.

TABLE 1- SITE USE TIME LINE		
Year	Historical Source	Site Use
1903	County Atlas	The site is part of three separate larger parcels owned by Helen Land, J.E. Holden, and Ole Christopherson. No structures are seen on-site.
1904	County Atlas	No structures are seen on-site. This map does not list landowners.
Data gap greater than 5 years. Significant change in use from previous and following years not suspected.		
1913	County Atlas	The site is part of three separate larger parcels owned by T. Iverson, J.E. Holden, and T.O. Christopherson. No structures are seen on-site.
1917	County Atlas	The site is part of three separate larger parcels owned by Theodore Iverson, J.E. Holden, and T.O. Christopherson. No structures are seen on-site.
Data gap greater than 5 years. Significant change in use from previous and following years not suspected.		
1926	County Atlas	The site is part of three separate larger parcels owned by Theo Iverson, Josephine Christopherson, and Mrs. Celia Holden. No structures are seen on-site.
1929	County Atlas	The site is part of three separate larger parcels owned by Theo Iverson, Josephine Christopherson, and Celia Holden. No structures are seen on-site.
Data gap greater than 5 years. Significant change in use from previous and following years not suspected.		
1953	Aerial Photo	The site appears to be vacant or agricultural land.
1954	County Atlas	The site is part of three separate larger parcels owned by Theo Iverson, Josephine Christopherson, and H.R. Johnson. No structures are seen on-site.
1957	County Atlas	The site is part of three separate larger parcels owned by Mrs. Theo Iverson, Earl M. Christopherson, and Howard R. Johnson. No structures are seen on-site.
1958	Aerial Photo	The site appears to be vacant or agricultural land.
1962	Topographic Map	The site appears to be vacant or agricultural land.
1965	FUIB Map	The site or vicinity was not shown in detail on the map, indicating little development in the area for the year reviewed.
1966	County Atlas	The site is part of a three separate larger parcels owned by Tilford Iverson, Howard R. Johnson, and Earl M. Christopherson. No structures are seen on-site.
1968	Aerial Photo	The site appears to be vacant or agricultural land.
1971	Aerial Photo	The site appears to be vacant or agricultural land.
1975	County Atlas	The site is part of a three separate larger parcels owned by Tilford & June Iverson, Howard R. Johnson, and Earl M. Christopherson. No structures are seen on-site.
1976	Topographic Map	The site appears to be vacant or agricultural land.
1976	Aerial Photo	The site appears to be vacant or agricultural land.
1980	County Atlas	The site is part of three separate larger parcels owned by Tilford & June Iverson, Howard R. Johnson, and Thomas E. Christopherson. No structures are seen on-site.
1984	County Atlas	The site is part of the three separate larger parcels owned by Ernest Mueller Swier, Howard R. Johnson, and Thomas E. Christopherson. No structures are seen on-site.
1989	County Atlas	The site is part of three separate larger parcels owned by Hugo Musselmann, Howard R. Johnson, and Thomas E. Christopherson. No structures are seen on-site.

TABLE 1- SITE USE TIME LINE (continued)		
Year	Historical Source	Site Use
1991	County Atlas	The site is part of three separate larger parcels owned by Ernest Mueller & Wilma J. Swier, Robert R. Johnson et ux & Berdett Braun et ux, and Thomas E. Christopherson. No structures are seen on-site.
1991	Aerial Photo	The site appears to be vacant or agricultural land.
1995	City Directory	Zero businesses were listed in the site vicinity.
1996	Aerial Photo	The site appears to be vacant or agricultural land.
1997	County Atlas	The site is part of three separate larger parcels owned by the Hugo Musselmann family, Robert & Sandra Johnson, and Eunice Mueller & Eleanor Wickre. No structures are seen on-site.
2000	City Directory	Two businesses were listed in the site vicinity.
2003	Aerial Photo	The site appears to be vacant or agricultural land.
2005	City Directory	Two businesses were listed in the site vicinity.
2007	Aerial Photo	There appears to be some earthwork being done in the center of the western portion of the site.
2010	City Directory	Two businesses were listed in the site vicinity.
2012	Aerial Photo	The site appears to be vacant or agricultural land.
2014	City Directory	Five businesses were listed in the site vicinity.

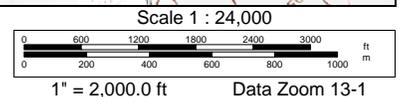


**FIGURE 1
TOPOGRAPHIC MAP
VACANT LAND
NEAR 260TH ST. & 481ST AVE.
BRANDON, SD**

Data use subject to license.

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www.delorme.com



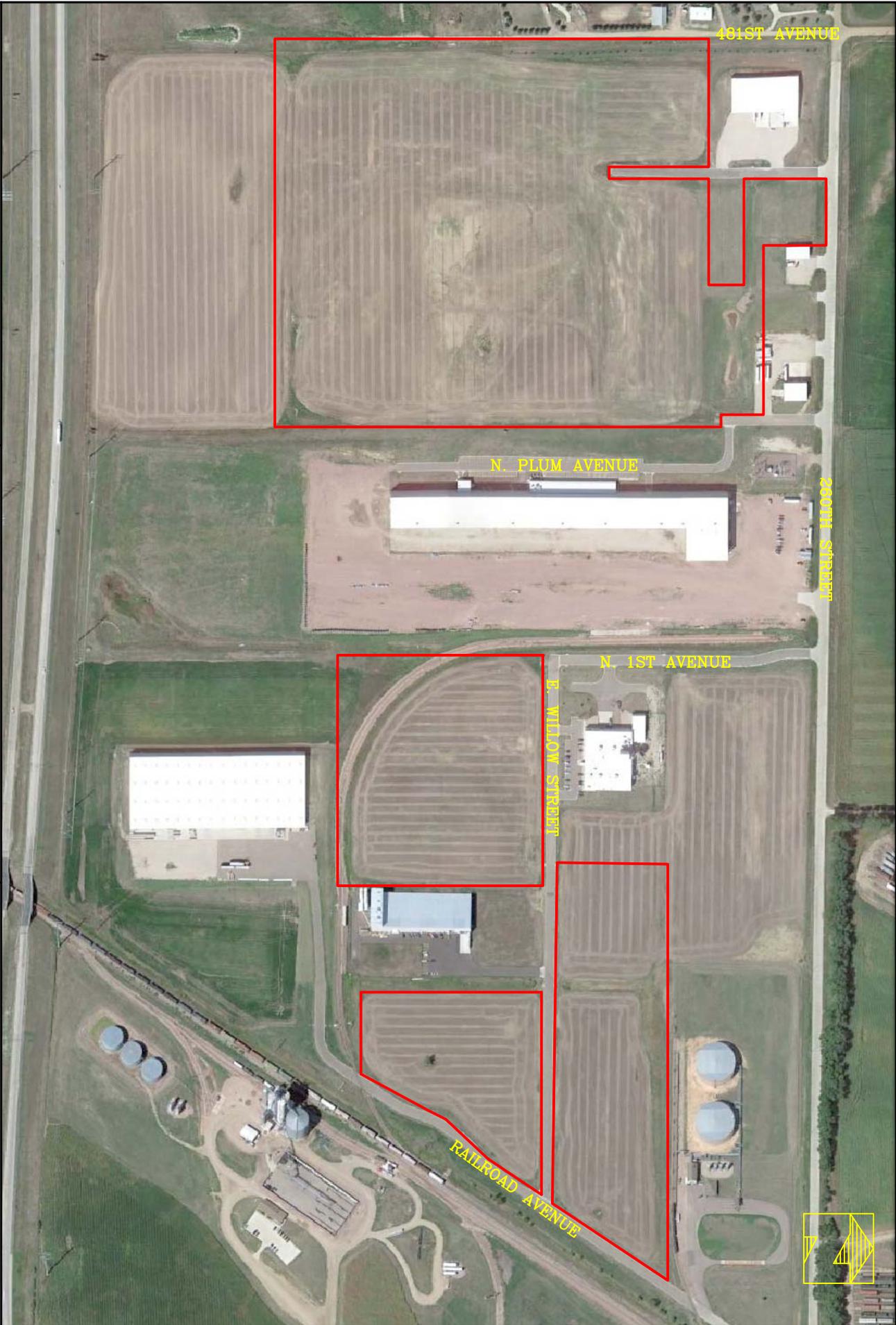


FIGURE 2
APPROXIMATE PARCEL OUTLINE
VACANT LAND
NEAR 260TH ST. & 481ST AVE.
BRANDON, SD

ACAD\GEOOTEK\KORSTEN\13-D83

PROJECT#: 13-D83

DRAWN BY: ETP

CHECKED BY:

GEOOTEK ENGINEERING &
TESTING SERVICES, INC.

APPENDIX A



Standing on N. Walnut Ave. and looking southwest over the western portion of the subject property. The storage at the end of N. Walnut Ave. appeared to be related to Lacey Rentals Inc.



Standing on the east edge of N. Walnut Ave. and looking northeast over the western portion of the subject property. Note Lacey Rentals Inc. in the background.



Standing near N. Walnut Ave. and looking southeast over the western portion of the subject property.



Standing on N. Plum Ave. and looking southwest over the subject property. Note the gas pipeline marker in the foreground.



Standing near the intersection of N. 1st Ave. and E. Willow St. and looking south over the eastern portion of the subject property.



Standing along E. Willow Street and looking southeast over the eastern portion of the subject property. Note Integra Plastics Inc. and Eastern Farmers Cooperative's three ASTs in the background.



Standing on Railroad Ave. and looking northwest over the eastern portion of the subject property. Note the Jebro facility in the background.



Standing on Railroad Ave. and looking northwest over the eastern portion of the subject property. Note the water and sewer line markers in the foreground.



Standing at the intersection of E. Willow St. and Railroad Ave. and looking southwest over the eastern portion of the subject property.

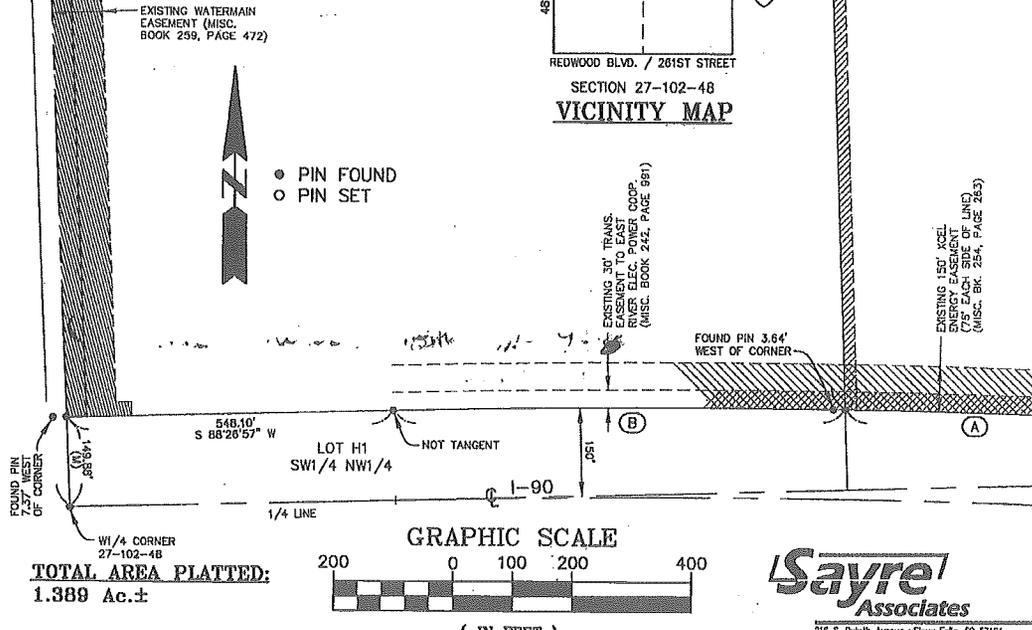
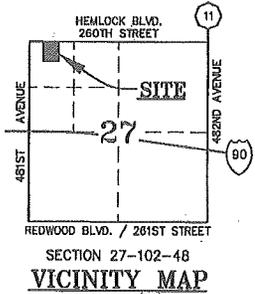
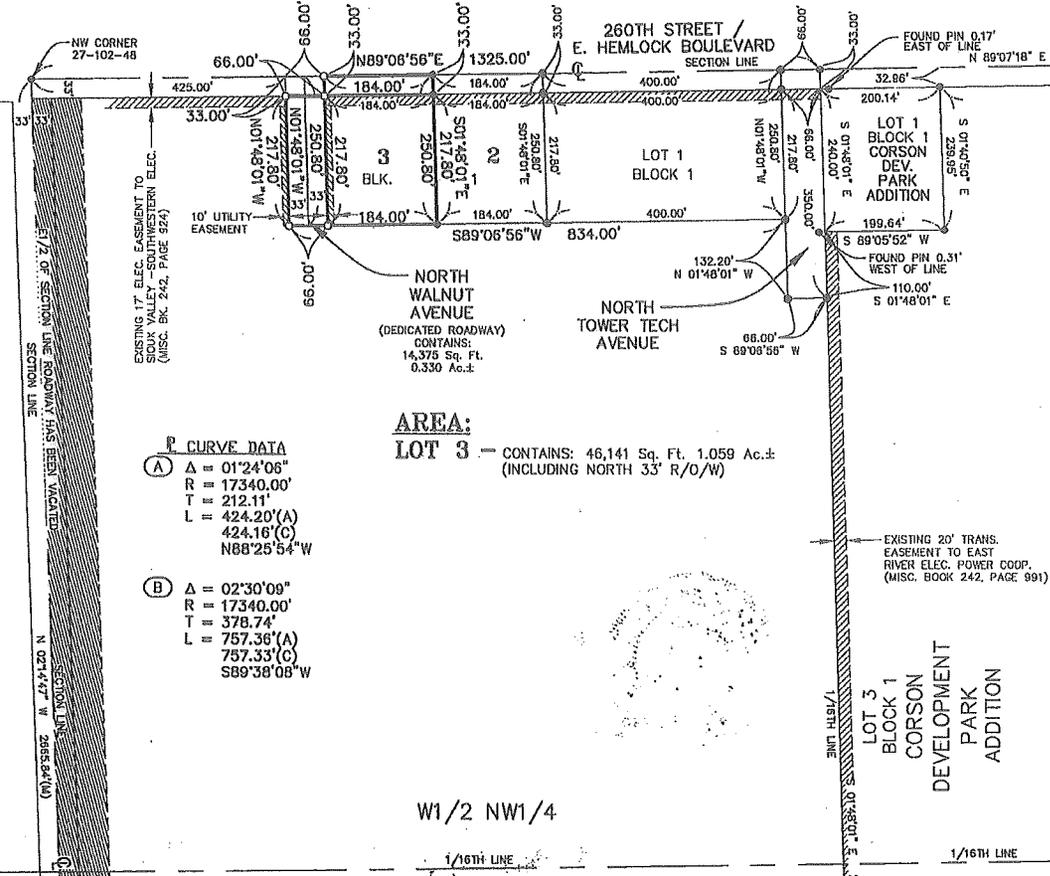


Standing at the north edge of the parking area for Wausau Supply Co. and looking northwest over the eastern portion of the subject property. Note the railroad spur on-site in the foreground.

APPENDIX B

D 9-367
M 8-436

BRANDON INDUSTRIAL PARK FIRST ADDITION TO THE CITY OF BRANDON, MINNEHAHA COUNTY, SOUTH DAKOTA



15pl 582-6515

BRANDON INDUSTRIAL PARK FIRST ADDITION TO THE CITY OF BRANDON, MINNEHAHA COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, EUGENE F. MAURICE, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT I DID ON OR BEFORE OCTOBER 28, 2008, SURVEY AND PLAT A PART OF THE W 1/2 OF THE NW 1/4, EXCEPT LOT H-1 THEREOF, OF SECTION 27, TOWNSHIP 102 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, MINNEHAHA COUNTY, SOUTH DAKOTA, INTO A LOT, BLOCK AND A DEDICATED ROADWAY AS SHOWN. THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS LOT 3, BLOCK 1 OF BRANDON INDUSTRIAL PARK FIRST ADDITION TO THE CITY OF BRANDON, MINNEHAHA COUNTY, SOUTH DAKOTA.

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE WITHIN AND FOREGOING PLAT CORRECTLY REPRESENTS THE SAME.

DATED THIS 6TH DAY OF Nov., 2008

REGISTERED LAND SURVEYOR NO. 4478



OWNER'S CERTIFICATE

WE, BRANDON REVOLVING LOAN FOUNDATION, A SOUTH DAKOTA NON-PROFIT CORPORATION, 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 EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS.

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

WE FURTHER CERTIFY THAT APPROVAL FOR ACCESS FROM THE APPROPRIATE STREET AUTHORITIES HAVING JURISDICTION OVER THE STREETS AND/OR HIGHWAYS ADJUTING THIS PROPERTY HAS BEEN RECEIVED.

DATED THIS 13 DAY OF November, 08.

OWNERS: BRANDON REVOLVING LOAN FOUNDATION, A SOUTH DAKOTA NON-PROFIT CORPORATION

BY: Janet L. Chair TITLE: Chair

ON THIS 13th DAY OF November, 2008, BEFORE ME, THE UNDERSIGNED OFFICER, APPEARED Darrell Vanderesch, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

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

MY COMMISSION EXPIRES: 1-18-2013
Melissa A. Jabahn
NOTARY PUBLIC, MINNEHAHA COUNTY, SOUTH DAKOTA



CITY PLANNING DIRECTOR'S CERTIFICATE

I, THE UNDERSIGNED, PLANNING DIRECTOR OF THE CITY OF BRANDON, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED BY ME OR MY AUTHORIZED AGENT AND THIS PLAT IS RECOMMENDED FOR APPROVAL.

ADOPTED THIS 13th DAY OF November, 2008.

CITY OF BRANDON PLANNING OFFICE

TITLE: Building Inspector BY: David Adams

CERTIFICATE OF THE BRANDON CITY COUNCIL AUTHORIZED OFFICIAL

I, THE UNDERSIGNED AUTHORIZED OFFICIAL, AS PROVIDED BY RESOLUTION NO. 57-03 OF THE BRANDON CITY COUNCIL, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY ME OR MY AUTHORIZED AGENT AND THAT THE FINANCE OFFICER IS HEREBY DIRECTED TO CERTIFY THE SAME THEREON.

ADOPTED THIS 13th DAY OF November, 2008.

COUNCIL AUTHORIZED OFFICIAL

TITLE: City Administrator BY: Dennis Olson

FINANCE OFFICER CERTIFICATE

I, THE UNDERSIGNED, DULY APPOINTED, QUALIFIED AND ACTING FINANCE OFFICER OR DEPUTY FINANCE OFFICER OF THE CITY OF BRANDON, SOUTH DAKOTA, HEREBY CERTIFY THAT THE CERTIFICATES OF APPROVAL ARE TRUE AND CORRECT INCLUDING THE SIGNATURES THEREON, AND THAT ANY SPECIAL ASSESSMENTS WHICH ARE LIENS UPON THE LAND SHOWN IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS IN MY OFFICE, ON THIS 13th DAY OF November, 2008, HAVE BEEN PAID IN FULL.

FINANCE OFFICER, CITY OF BRANDON

TITLE: Deputy Finance Officer BY: Judy A. Mansfield

COUNTY TREASURER'S CERTIFICATE

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

DATED THIS 13th DAY OF Nov, 2008.

David J. Stiller
TREASURER OF MINNEHAHA COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

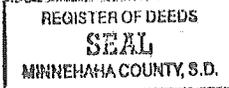
I, DIRECTOR OF EQUALIZATION OF MINNEHAHA COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

Dennis Whitney (RW) 11-19-08
DIRECTOR OF EQUALIZATION, MINNEHAHA COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS

FILED FOR RECORD THIS 20th DAY OF November, 2008 **8833309**
AT 2:30 O'CLOCK, - M., AND RECORDED IN BOOK 70
OF PLATS ON PAGE 316

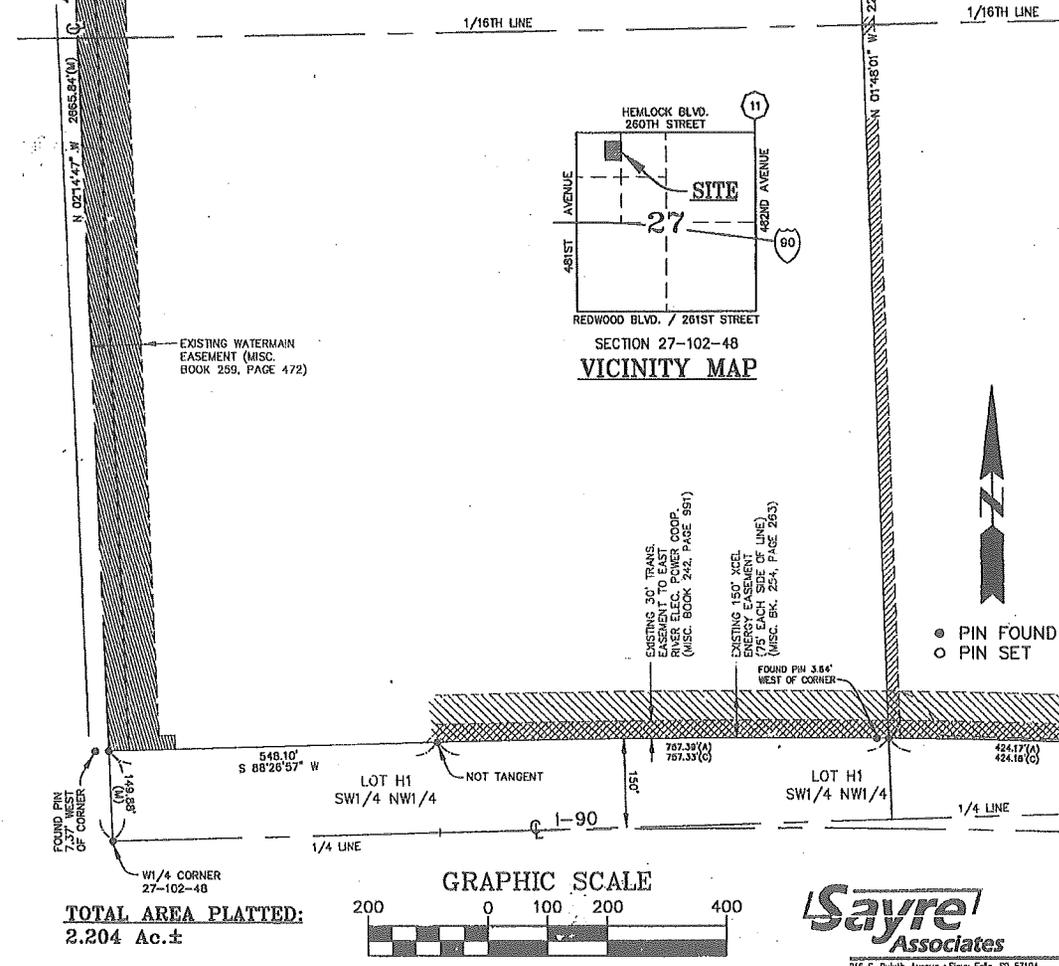
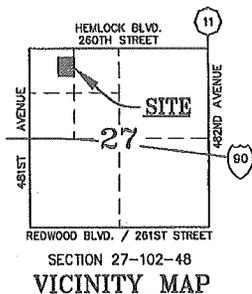
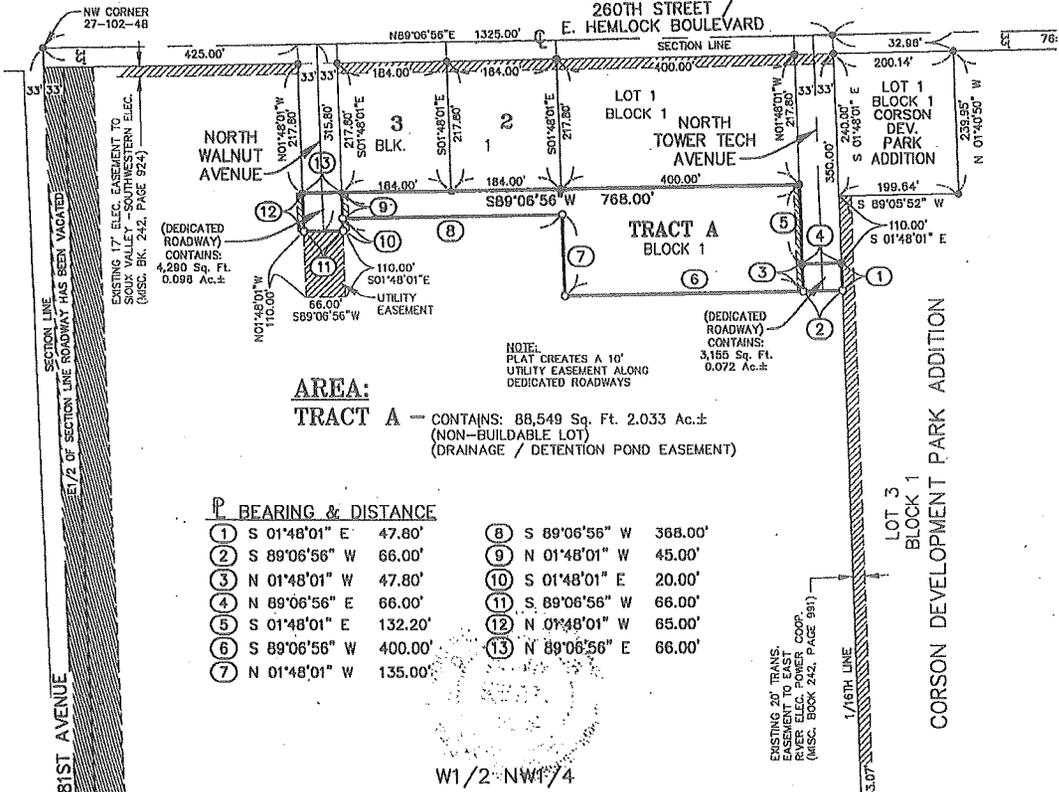
Julie D. Krater
REGISTER OF DEEDS, MINNEHAHA COUNTY, SOUTH DAKOTA



216 S. DuSable Avenue • Sioux Falls, SD 57104
Phone: (605) 332-7211 • Fax: (605) 332-7222
Engineers • Surveyors

D 9-418
M 10-253

BRANDON INDUSTRIAL PARK FIRST ADDITION TO THE CITY OF BRANDON, MINNEHAHA COUNTY, SOUTH DAKOTA



BY: T.J.J., 17223-TR-A-B1-3-09.dwg, TR-A-B3, MAR 19, 2009

Sayre Associates
216 S. Duluth Avenue • Sioux Falls, SD 57104
Phone: (605) 332-7211 • Fax: (605) 332-7222
Engineers • Surveyors

copy city of Brandon #15° pd 582-6515

BRANDON INDUSTRIAL PARK FIRST ADDITION TO THE CITY OF BRANDON, MINNEHAHA COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, EUGENE F. MAURICE, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT I DID ON OR BEFORE MARCH 12, 2009, SURVEY AND PLAT A PART OF THE W 1/2 OF THE NW 1/4, EXCEPT LOT 11 OF THE SW 1/4 OF THE NW 1/4 AND EXCEPT LOTS 1, 2 & 3, BLOCK 1 OF BRANDON INDUSTRIAL PARK FIRST ADDITION TO THE CITY OF BRANDON THEREOF, OF SECTION 27, TOWNSHIP 102 NORTH, RANGE 48 WEST OF THE 5TH PRINCIPAL MERIDIAN, MINNEHAHA COUNTY, SOUTH DAKOTA, INTO A TRACT AND DEDICATED ROADWAYS AS SHOWN. THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS TRACT A, BLOCK 1 OF BRANDON INDUSTRIAL PARK FIRST ADDITION TO THE CITY OF BRANDON, MINNEHAHA COUNTY, SOUTH DAKOTA.

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE WITHIN AND FOREGOING PLAT CORRECTLY REPRESENTS THE DATED THIS 19th DAY OF MARCH, 2009.

REGISTERED LAND SURVEYOR NO. 4476



OWNER'S CERTIFICATE

WE, BRANDON REVOLVING LOAN FOUNDATION, A SOUTH DAKOTA NON-PROFIT CORPORATION, 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 EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS.

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

WE FURTHER CERTIFY THAT APPROVAL FOR ACCESS FROM THE APPROPRIATE STREET AUTHORITIES HAVING JURISDICTION OVER THE STREETS AND/OR HIGHWAYS ADJUTING THIS PROPERTY HAS BEEN RECEIVED.

DATED THIS 27th DAY OF July, 2009.

OWNER: BRANDON REVOLVING LOAN FOUNDATION, A SOUTH DAKOTA NON-PROFIT CORPORATION

BY: Jim Nish TITLE: Chairman

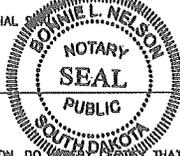
ON THIS 27th DAY OF July, 2009, BEFORE ME, THE UNDERSIGNED OFFICER, APPEARED

Darrell Vander Esch KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL

MY COMMISSION EXPIRES: 05-24-14

Bonnie L. Nelson
NOTARY PUBLIC, MINNEHAHA COUNTY, SOUTH DAKOTA



CITY PLANNING DIRECTOR'S CERTIFICATE

I, THE UNDERSIGNED, PLANNING DIRECTOR OF THE CITY OF BRANDON, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED BY ME OR MY AUTHORIZED AGENT AND THIS PLAT IS RECOMMENDED FOR APPROVAL.

ADOPTED THIS 20th DAY OF March, 2009.

CITY OF BRANDON PLANNING OFFICE

TITLE: Building Inspector BY: David A. Smith

CERTIFICATE OF THE BRANDON CITY COUNCIL AUTHORIZED OFFICIAL

I, THE UNDERSIGNED AUTHORIZED OFFICIAL, AS PROVIDED BY RESOLUTION NO. 57-03 OF THE BRANDON CITY COUNCIL, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY ME OR MY AUTHORIZED AGENT AND THAT THE FINANCE OFFICER IS HEREBY DIRECTED TO CERTIFY THE SAME THEREON.

ADOPTED THIS 20th DAY OF March, 2009.

COUNCIL AUTHORIZED OFFICIAL

BY: Clark Lanning TITLE: Assistant City Administrator

FINANCE OFFICER CERTIFICATE

I, THE UNDERSIGNED, DULY APPOINTED, QUALIFIED AND ACTING FINANCE OFFICER OR DEPUTY FINANCE OFFICER OF THE CITY OF BRANDON, SOUTH DAKOTA, HEREBY CERTIFY THAT THE CERTIFICATES OF APPROVAL ARE TRUE AND CORRECT INCLUDING THE SIGNATURES THEREON, AND THAT ANY SPECIAL ASSESSMENTS WHICH ARE LIENS UPON THE LAND SHOWN IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS IN MY OFFICE, ON

THIS 20th DAY OF March, 2009, HAVE BEEN PAID IN FULL.

FINANCE OFFICER, CITY OF BRANDON

BY: Devin E. Olson TITLE: Finance Officer

COUNTY TREASURER'S CERTIFICATE

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

DATED THIS 12th DAY OF August, 2009.

Thomas Erickson Deputy
TREASURER OF MINNEHAHA COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

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

Denina Whitney (BW)
DIRECTOR OF EQUALIZATION, MINNEHAHA COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS

FILED FOR RECORD THIS 17th DAY OF August, 2009. R925874
AT 8:30 O'CLOCK, 2 M., AND RECORDED IN BOOK 71
OF PLATS ON PAGE 126.

Julie D. Rieck
REGISTER OF DEEDS, MINNEHAHA COUNTY, SOUTH DAKOTA



216 S. Dakota Avenue • Sioux Falls, SD 57104
Phone: (605) 332-7211 • Fax: (605) 332-7222
Engineers • Surveyors

APPENDIX C

GeoTEk Engineering & Testing Services, Inc.
Environmental Site Assessment
User Questionnaire

Property Description:

Brandon Industrial Park (Address: 200 & 300 Block of Hemlock Boulevard. City of Brandon, South Dakota)

The West Half of the Northwest Quarter (W1/2, NW1/4), Except Lot H-1 contained therein, of Section Twenty-Seven (27), Township One Hundred Two (102) North, Range Forty-Eight (48) West of the 5th P.M., Minnehaha County, South Dakota, together with the East Half (E1/2) of the Vacated Section Line Road adjacent thereto; and

Lot 1, Block 1, Brandon Industrial Park, First Addition and City of Brandon, Minnehaha County South Dakota according to the recorded plat thereof; and

Lot 2, Block 1, Brandon Industrial Park, First Addition, City of Brandon, Minnehaha County South Dakota according to the recorded plat thereof; and

Lot 3, Block 1, Brandon Industrial Park, First Addition City of Brandon, Minnehaha County South Dakota according to the recorded plat thereof.

Brandon Development Park (Address: 700 Block of Hemlock Boulevard, City of Brandon, South Dakota)

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); and the Northwest Quarter (NW 1/4) of the Northeast quarter (NE1/4); and all that part of the North Half (N1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) lying West of the right-of-way of the Great Northern Railroad, all in Section Twenty-Seven (27), Township One Hundred Two (102) North, Range Forty-Right (48) West of the 5th P.M., Minnehaha County, South Dakota except for the railroad right-of-way, except for Johnson Tract 1, and except for Farmland Industries Tract 1 contained therein.

The South Half (S 1/2) of the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-Seven (27), Township One Hundred Two (102), North, Range Forty-Eight (48) West of the 5th P.M., including therein Lots H-3, H-4, H-5, and except Block One (1) of the Benson Quinn Addition, according to the recorded plat thereof, in Section Twenty-Seven (27), Township One Hundred Two (102) North, Range Forty-Eight (48), Minnehaha County, South Dakota.

Type of property transaction is for future sales and inclusion in the SD Ready Site Application.

1. **Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal or state law?**

NO

2. **Are you aware of any activity & use limitations such as engineering controls, land use restriction or institutional controls that are in place at the site and /or have been filed or recorded in a registry under the federal, tribal, state or local law?**

YES There are restrictive Covenants files on both properties at the Minnehaha County Courthouse. Both are attached.

3. **As the user of this environmental site assessment, do you have any specialized knowledge or experience related to this property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and process used by this type of business?**

NO As a member of the organization that owns the property, we currently farm the balance of the unoccupied property.

4. **Does the purchase price being paid for this property reasonably reflect the fair market value of the property?**

YES

If you conclude that there is a difference, have you considered whether the lowered purchase price is because contamination is known or believed to be present at the property?

NO

5. **Are you aware of commonly known or reasonably ascertainable information about the property that would help environmental professionals to identify conditions indicative of releases or threatened releases?**

NO

(a.) Do you know the past use of the property? YES

I am told that the only use of the property until it was sold for industrial development was farmland used for growing crops.

- (b.) Do you know of specific chemicals that are or were present at the property? NO

I know that the property has been farmed for as many years as anyone can remember and I presume that typical farm chemicals were used on the land to enhance growth of crops, but am unaware that there have been any adverse or unusual effects of the use of those chemicals.

- (c.) Do you know of spills or other chemical releases that have taken place at the property? NO

- (d.) Do you know of any environmental clean-ups that have taken place at the property? NO

6. As the User of this environmental site assessment, based on your knowledge and experience related to the property are there any obvious indicator that point to the presence or likely presence of contamination at the property?

NO

The USER represents that to the best of their knowledge the above statements & facts are true and correct and t the best of the USER's actual knowledge no material facts have been suppressed or misstated.

Signature of "USER": *Dorinda E. Olson*

Date : 1-24-14



**CORSON
DEVELOPMENT
PARK**

**PROTECTIVE
COVENANTS**

2004



Prepared by:

Gregg S. Greenfield
Boyce, Greenfield, Pashby
& Welk, L.L.P.
101 N. Phillips Avenue, Suite 600
Sioux Falls, SD 57104
(605) 336-2424

PROTECTIVE COVENANTS

This Declaration is made this 4th day of April, 2004, by the Corson Development Association, L.L.P., a South Dakota limited liability partnership, with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Association" or "Developer"; and

WHEREAS, the Association intends to develop and offer for sale lots and tracts to be located within the Corson Development Park (herein sometimes referred to as the "Development") and is desirous of subjecting all of the land located within the Development to certain covenants, easements, restrictions, conditions and charges as hereinafter set forth;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

The Association does hereby impose and charge the following described real property located in the city of Brandon, Minnehaha County, South Dakota, with the following covenants, agreements, restrictions and charges as set forth in this Declaration hereby specifying that this Declaration shall constitute covenants running with the land and shall be binding upon, and for the benefit of, all owners of lots or tracts presently platted, or to be platted, or to be replatted within Corson Development Park, Brandon, South Dakota, as follows:

The Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼); and the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼); and all that part of the North Half (N ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) lying West of the right-of-way of the Great Northern Railroad, all in Section Twenty-Seven (27), Township One Hundred Two (102) North, Range Forty-Eight (48) West of the 5th P.M., Minnehaha County, South Dakota, except for the railroad right-of-way, except for Johnson Tract 1, and except for Farmland Industries Tract 1, contained therein.

The South Half (S ½) of the Northeast Quarter (NE ¼) and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Twenty-Seven (27), Township One Hundred Two (102), Range Forty-Eight (48) West of the 5th P.M., including therein Lots H-3, H-4, H-5, and except Block One (1) of the Benson Quinn Addition, according to the recorded plat thereof, in Section Twenty-Seven (27), Township One Hundred Two (102), Range Forty-Eight (48) Minnehaha County, South Dakota.

All of the above shall be platted or replatted as Corson Development Park (the "Property").

I. Easements & Rights of Way

The easements, dedicated rights-of-way for utilities, easements for storm sewer drainage purposes and functions, and the dedicated streets and highways shall be as shown on the plats of Corson Development Park filed or to be filed by the Developer and shall be for the uses and purposes as marked and noted on such plat, plats, or replats.

The purchasers of lots and tracts within the Development shall, at their own costs and expense, keep and maintain that portion of their property subject to the aforesaid easements and rights-of-way in the same manner as they maintain the surface of the remainder of their property in the Development.

II. Protective Covenants

1. **Land Use.** The property in the Development shall be used only for those commercial purposes as permitted by the zoning ordinances of the City of Brandon, County of Minnehaha, State of South Dakota and the laws and regulations of the City of Brandon, County of Minnehaha, State of South Dakota, and United States of America as the same may be amended or changed from time to time.

2. **Type of Construction.** The exterior walls of all structures located in the Development shall be fire resistant and shall be constructed of masonry or steel materials. Pole buildings and structures are not permitted. The kind, type and use of materials shall be subject to the Uniform Building Code as contained in the Revised Ordinances of the City of Brandon, State of South Dakota, as the same may be amended or changed from time to time, and as approved by the Site Committee of the Association as set forth in paragraph 3 below.

3. **Approval of Plans.**

A. Before commencing the initial construction or the alteration (excluding interior alterations) of any buildings, structures, enclosures, fences, loading docks, parking facilities, storage yards, rail lines, utilities or any other structures or permanent improvements on any tract or lot, the property owner shall first submit site plans and plans and specifications therefore to the Site Committee of the Association for its prior written approval, which approval the Site Committee agrees shall not be unreasonably withheld; provided, however that the building or other structures or improvements shown thereon are harmonious in design and construction with the then existing buildings, structures and improvements in the Development.

B. Submitted plans must include a site plan, drainage plan, parking plan, rail plan, landscaping plan, all floor plans, exterior elevations, at least one cross section showing the nature of the construction and materials and a description of any intended outside storage area.

- C. Submitted specifications must contain sufficient data to indicate all materials and finishes for all foundations, exterior walls and roofs of structures and for all outside storage, fencing and walls.
- D. When reviewing the plans and specifications, the Site Committee will utilize the following guidelines:
 - (1) On structures whose exterior walls are essentially metal paneled, the use of a good quality and durable finish on the metal panels will be required.
 - (2) On buildings whose roofs are essentially metal surfaced, the use of a good quality and durable finish, including galvalum (unpainted or painted galvanized finish being unacceptable) on the metal will be required.
- E. Signs, when approved for use, shall comply with the law and shall not extend vertically above the level of the structure.
- F. If the Site Committee fails to approve or disapprove the site plans or plans and specifications within thirty (30) days after the plans and specifications have been submitted, no further approval shall be required and this paragraph 3 shall be deemed to have been complied with, provided that the Site Committee, in its sole and absolute discretion, may extend such thirty (30) day time period by an additional period of time, not to exceed an additional thirty (30) days from the date of the expiration of the initial thirty (30) day time period, by giving written notice thereof, and if such approval or disapproval has not been given at the end of such extended period, then this paragraph 3 shall be deemed to have been complied with.
- G. The Site Committee of the Association shall be comprised of members of the Management Committee of the Association and its consulting engineers and architects whose decision shall be final.
- H. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations only, and the Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, land use regulations or any other governmental regulations or requirement. Neither Developer, its Management Committee, the Association or any committee, Partner or Member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any structure, as required under this Section, and the owner or occupant shall release such parties from liabilities.

4. **Minimum Yard Requirements.** The following minimum yards, measured in feet, shall be required within the Development:

- A. Building improvements made on lots or tracts abutting any street or avenue within the Development shall have a minimum yard requirement of sixty (60) feet from the lot line abutting any such street or avenue, whether the same constitutes a front or side yard.
- B. Minimum side and rear yard requirements shall be twenty-five (25) feet from the respective lot lines (disregarding lot lines of adjoining tracts or lots if owned by the same party).
- C. The front yard shall be planted with grass, trees, shrubs and other decorative plantings and shall be otherwise appropriately landscaped, except those portions used for driveways or parking.

5. **Parking Facilities.**

A. Owners of tracts or lots within the Development shall provide the following minimum parking spaces for their employees on their respective property:

1 space for each 1 ½ plant employees plus one space for each managerial personnel plus one visitor parking space for each ten managerial personnel for manufacturing establishments; and

1 space for each two employees on the maximum working shift for wholesale and distribution establishments;

All customers, employees and visitors are required to park in the designated parking areas and shall not be allowed to park on the street or to inhibit the flow of traffic on the dedicated streets.

B. In no case shall any storage, servicing or dismantling of motor vehicles or other vehicles be permitted in the required parking areas. In no case shall loading or unloading operations be permitted in the required parking areas. All parking areas shall be hard surfaced with appropriate curb.

C. Storing, parking, loading or unloading of semi-trucks, tractor-trailers or other commercial vehicles of a like nature shall not be permitted on any dedicated street or avenue in the Development, and each owner of the tracts and lots therein shall take such action as may be reasonably necessary to ensure that it and its employees, contractors and agents abide by such parking and loading prohibitions.

6. **Loading Areas.** All loading and unloading operations shall be off-street. No loading or unloading shall be permitted in the parking or lawn areas or in a location which will interfere with ingress or egress thereto. Loading areas shall be hard surfaced. No loading docks shall be

constructed facing any public street or highway unless the loading dock and every part thereof is at least seventy-five (75) feet inside of the lot line of the street, avenue or highway on which said loading dock fronts.

7. **Outside Storage.** Outside open storage may be allowed and will be addressed through the site plan as submitted pursuant to Section II, paragraph 3 of these covenants. If allowed, it shall be maintained in a neat and orderly manner and shall adhere to the setback requirements described in Section II, paragraph 4 of these covenants.

8. **Outdoor Signs.** Outdoor signs identifying the name, business, and products of the occupant of any given site may be utilized with the prior written approval of the Association, which approval the Association agrees shall not be unreasonably withheld or delayed provided such signs shall comply with the law and shall not extend more than one foot from the structure and shall not exceed one square foot in surface area for each two feet of street frontage. Free standing signs reasonably related to the business of the occupant of any given site shall be allowed as governed by the laws of the City of Brandon, County of Minnehaha, and State of South Dakota and with the prior written approval of the Association. All logos associated with business of the occupant of any given tract or lot which meets the aforesaid size requirements will be permitted.

9. **Maintenance of Undeveloped Areas.** That portion of each lot or tract that is not improved with buildings, parking facilities, loading facilities or lawn areas shall be seeded to a cover planting which grows to a height not to exceed approximately eighteen (18) inches, and at all times shall be attractively maintained. No part of any tract or lot shall be planted or cultivated with crops.

10. **Zoning and Building Regulations.** The use and building regulations as now or hereafter imposed by the provisions of the Zoning & Building Ordinances of the City of Brandon, County of Minnehaha, State of South Dakota as amended or changed from time to time, shall apply throughout the Development except as the same may be modified by a duly constituted authority.

11. **Fences.** All fencing for screening, security or other purposes shall be attractive in appearance and shall be either all metal, industrial type of galvanized or nonferrous material or of masonry material. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building set-back lines set forth above except with the prior written approval of the Association, which approval the Association agrees shall not be unreasonably withheld or delayed.

12. **Replatting or Subdividing.** The owner of any lot or tract within the Development shall never replat, subdivide or resubdivide any lot or tract into a smaller lot or parcel without first obtaining the prior written approval of the Association which may be withheld in the Association's sole discretion.

13. **Waste; Condition of Property.** No garbage or decomposable animal or vegetable wastes shall be placed or stored upon any lot or tract except in tightly covered metal or plastic containers. All other refuse shall be placed in containers or enclosures in a manner not

15. **Succession of Responsibility of Site Committee and Association.** At such time as the Developer no longer owns any of the Property, the Developer shall cease to be the Site Committee and shall no longer have any further responsibility with regard to this Declaration of Protective Covenants. Also at such time, the owners of the Property (or an Association formed by the owners of the Property) shall assume the rights and responsibilities of the Site Committee and the Association as such rights and responsibilities are set forth under this Declaration of Protective Covenants.

16. **Duration.** These Declarations shall run with the land and be binding upon all present and future owners of any part of the land within the Development until June 1, 2023, at which time they shall terminate; provided, however that at any time within three (3) years before the expiration of said period, the then owners of at least two-thirds (2/3) of the total square feet area of the land within the Development may, by written declaration signed and acknowledged by them and recorded in the Register of Deeds' Office, Minnehaha County, South Dakota, extend these Declarations for an additional ten (10) year period, and this right to extend may be exercised thereafter so long as the owners of at least two-thirds (2/3) of the total square feet area of the land within the Development shall desire to do so.

17. **Severability.** If any paragraph or part thereof of this Declaration be declared invalid, illegal or inoperative for any reason, the remaining parts, so far as possible and reasonable, shall remain fully effective and operative.

18. **Enforceability.** These restrictions and covenants are made for the benefit of the Association, its successors and assigns, and the for the benefit of any and all persons who may now own, or who may hereafter own, property in the Development, and enforcement shall be by the Association or by any owner of any tract or lot, by proceedings at law or in equity, against any person or persons violating or attempting to violate any of these Declarations, either to restrain such violation or attempted violation or to recover damages.

IN WITNESS WHEREOF, the Developer has executed these Protective Covenants the day and year first above written.

CORSON DEVELOPMENT ASSOCIATION, L.L.P.

By _____
Its Partner

ATTEST:

Secretary
[SEAL]

STATE OF SOUTH DAKOTA)

: ss

COUNTY OF MINNEHAHA)

On this, the ____ day of April, 2004, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be a Partner of Corson Development Association, L.L.P., a South Dakota limited liability partnership, and that (s)he as such Partner being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as Partner.

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

Notary Public - South Dakota

My commission expires:

[SEAL]

28jl (2) (1569)

IF

This document was prepared by:
Roger W. Hunt, Attorney
1320 E. Rushmore Dr., P.O. Box 827
Brandon, SD 57005
Tel: 605-582-2580



✓

Recorded Jun 09, 2009 at 12:00 o'clock
In Book 262 of Misc. on Page 463

Julie D. Bisty, Register of Deeds
Minnehaha County, South Dakota

By Brousal Deputy 28jl

R917871

**DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS AND CONDITIONS**

This Declaration is made this 1 day of May, 2009, by the Brandon Development Foundation, Inc., a South Dakota non-profit corporation, with its principal office located in Brandon, South Dakota, hereinafter called the "Foundation", and the undersigned property owners.

RECITALS

WHEREAS, the Foundation intends to develop and offer for sale lots and tracts to be located within the Brandon Industrial Park (herein sometimes referred to as the "Development"), and the undersigned real property owners have previously purchased real property in the said Development, and all said parties are desirous of and intend to subject all of the land located within the Development to certain covenants, easements, restrictions, conditions, and charges as hereinafter set forth;

NOW, THEREFORE, the said parties do hereby impose and charge the following described real property located in Brandon, South Dakota, with the following covenants, agreements, restrictions, and charges as set forth in this Declaration hereby specifying that this Declaration shall constitute covenants running with the land and shall be binding upon, and for the benefit of, all owners of lots or tracts presently platted or to be platted within Brandon Industrial Park, Brandon, South Dakota, as follows:

The West Half of the Northwest Quarter (W1/2, NW1/4), Except Lot H-1 contained therein, of Section Twenty-Seven (27), Township One Hundred Two (102) North, Range Forty-Eight (48) West of the 5th P.M., Minnehaha County, South Dakota, together with the East Half (E1/2) of the Vacated Section Line Road adjacent thereto; and including,

Lot 1 in Block 1 of Brandon Industrial Park First Addition to the City of Brandon, Minnehaha County, South Dakota, according to the recorded plat thereof; and

Lot 2 in Block 1 of Brandon Industrial Park First Addition to the City of Brandon, Minnehaha County, South Dakota, according to the recorded plat thereof; and

Lot 3 in Block 1 of Brandon Industrial Park First Addition to the City of Brandon, Minnehaha County, South Dakota, according to the recorded plat thereof.

DECLARATIONS

1. **Land Use.** The property in the Development shall be used only for those purposes as permitted by the zoning ordinances of the City of Brandon and the environmental laws of the State of South Dakota as the same may be amended or changed from time to time.
2. **Type of Construction.** The kind, type, and use of materials shall be subject to the Uniform Building Code as contained in the Revised Ordinances of the City of Brandon, State of South Dakota, as the same may be amended or changed from time to time, and as approved by the Site Committee of the Foundation as set forth in paragraph 3. below. The Site Committee of the Foundation shall be comprised of members of the Board of Directors of the Foundation.
3. **Approval of Plans.**
 - A. Before commencing the construction or alteration (excluding interior alterations) of any buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on any tract or lot, the property owner shall first submit site plans and plans and specifications therefore to the Site Committee of the Foundation for its prior written approval, which approval the Site Committee agrees shall not be unreasonably withheld; provided, however, that the building or other structures or improvements shown thereon are harmonious in design and construction with the then existing buildings, structures, and improvements in the Development.
 - B. Submitted plans must include a site plan, drainage plan, landscaping plan, all floor plans, exterior elevations, at least one cross section showing the nature of the construction and materials, and a description of any intended outside storage.
 - C. Submitted specifications must contain sufficient data to indicate all materials

and finishes for all foundations, exterior walls, and roofs of buildings, and for all outside storage, fencing, and walls.

D. When reviewing the plans and specifications, the Site Committee will utilize the following guidelines:

- (1) On buildings whose walls are essentially metal paneled, the use of a good quality and durable finish on the metal panels will be required.
- (2) On buildings whose roofs are essentially metal surfaced, the use of a good quality and durable finish, including galvalum, (unpainted or painted galvanized finish being unacceptable) on the metal will be required.
- (3) The exterior walls of all buildings located in the Development shall be fire resistant and shall be constructed of masonry or steel materials. Pole buildings may be acceptable, subject to approval by the Site Committee.

E. Signs, when approved for use, shall not extend vertically above the level of the building.

F. In the event that the Site Committee shall fail to approve or disapprove site plans or plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, such approval shall not be required and this paragraph 3. shall be deemed to have been complied with.

4. **Easements and Rights-of-Way.** The easements, dedicated rights-of-way for utilities, easements for storm sewer drainage purposes and functions, and the dedicated streets and highways shall be shown on the plat or plats of Brandon Industrial Park First Addition filed or to be filed by the Foundation or the owners of real property located in the Development, and shall be for the uses and purposes as marked and noted on such plat or plats.

5. **Property Maintenance.** The purchasers of lots and tracts within the Development shall, at their own costs and expense, keep and maintain their property in good order and condition so as not to diminish the value of the other lots and tracts in the Development or to create a nuisance, subject to the aforesaid easements and rights-of-way.

6. **Minimum Yard Requirements.** The following minimum yards, measured in feet, shall be required within the Development:

- A. Building improvements made on lots or tracts abutting any street or avenue with the Development shall have a minimum yard requirement of forty (40)

feet from the lot line abutting any such street or avenue, whether the same constitutes a front or side yard.

- B. Minimum side and rear yard requirements shall be twenty-five (25) feet from the respective lot lines (disregarding lot lines of adjoining tracts or lots if owned by the same party).
- C. The front yard shall be planted with grass, trees, shrubs, and other decorative plantings, and shall be otherwise appropriately landscaped, except those portions used for driveways or parking.

7. **Parking Facilities.**

- A. Owners of tracts or lots within the Development shall provide the following minimum parking spaces for their employees:

In relation to employees:

- 1 space for each 1.5 plant employee
- 1 space for each managerial personnel
- 1 visitor parking for each 10 managerial

In relation to floor area:

- 1 space for each 1,000 square feet of warehouse & distribution
- 1 space for each 500 square feet of manufacturing
- 1 space for each 400 square feet of office space

- B. All customers, employees, and visitors are required to park in the designated parking areas and shall not be allowed to park on the street or to inhibit the flow of traffic on the dedicated streets.
 - C. In no case shall any storage, servicing, or dismantling of automobiles or other vehicles, or loading or unloading operations, be permitted in the required parking areas. All parking areas shall be hard surfaced with appropriate curb.
8. **Loading Areas.** All loading and unloading operations shall be off-street. No loading or unloading shall be permitted in the parking or lawn areas or in a location which will interfere with ingress or egress thereto. Loading areas shall be hard surfaced. No loading docks shall be constructed facing any public street or highway unless the loading dock and every part thereof is a least seventy-five (75) feet inside of the lot line of the street or highway on which said loading dock fronts.
9. **Outside Storage.** Outside open storage may be allowed and will be addressed through the site plan as submitted pursuant to paragraph 3. of these covenants. If allowed, it shall be maintained in a neat and orderly manner and shall adhere to the setback requirements described in paragraph 4. of these covenants.

10. **Outdoor Signs.** Outdoor signs identifying the name, business, and products of the occupant of any given site may be utilized with the prior written approval of the Foundation, which approval the Foundation agrees shall not be unreasonably withheld or delayed, provided such signs shall not extend more than one foot from the building and shall not exceed one square foot in surface area for each two feet of street frontage. Free standing signs shall be allowed as governed by the city ordinances of Brandon. All logos meeting the aforesaid size requirement will be permitted.
11. **Maintenance of Undeveloped Areas.** That portion of each lot or tract that is not improved with buildings, parking facilities, loading facilities, or lawn area shall be seeded to a cover planting which grows to a height not to exceed approximately eighteen (18) inches, and at all times shall be attractively maintained. No part of any of the land area shall be planted or cultivated row crops.
12. **Zoning and Building Regulations.** The use and building regulations as now or hereafter imposed by the provisions of the Zoning & Building Ordinances of the City of Brandon, South Dakota, shall apply throughout the Development except as the same may be modified by a duly constituted authority.
13. **Fences.** All fencing for screening, security, or other purposes shall be attractive in appearance and shall be either all metal, industrial type of galvanized or nonferrous material, or of masonry material. No fence, masonry wall, hedge, or mass planting shall be permitted to extend beyond the building set-back lines set forth above except with the prior written approval of the Foundation, which approval the Foundation agrees shall not be unreasonably withheld or delayed.
14. **Re-platting or Subdividing.** The owner of any lot or tract within the Development shall never re-plat, subdivide, or re-subdivide any lot or tract into a smaller lot or parcel without first obtaining the prior written approval of the Foundation.
15. **Wastes.** No garbage or decomposable animal or vegetable wastes shall be placed or stored upon any lot or tract except in tightly covered metal or plastic containers. All other refuse shall be placed in containers or enclosures in a manner not constituting a nuisance by reason of wind litter, disorderly appearance, or abnormal fire hazards. The owner shall be responsible for the removal of garbage and other refuse from his premises at least once each week.
16. **Repurchase Option.** The land subject to this declaration is being developed for commercial real estate purposes. Purchasers of lots or tracts within the Development must commence actual construction upon the lot or tract purchased within three (3) years from the date the warranty deed is executed by the Foundation to a Grantee.

If actual construction has not commenced upon a lot or tract purchased within three (3) years from the date of the execution of a warranty deed by the Foundation to the

Grantee, the Foundation shall have the option to repurchase the said lot or tract for a period of one year following the expiration of the three (3) year period following the date of the execution of the warranty deed by the Foundation to the Grantee.

The purchase price to be paid by the Foundation to the Grantee for the lot to be repurchased shall be the original purchase price less any liens or encumbrances of record. Real estate taxes for the year in which the repurchase option is exercised by the Foundation shall be prorated between the Foundation and the Grantee based upon the prior year's real estate taxes for the respective number of days each party was in possession during the year the option is exercised by the Foundation.

To exercise the repurchase option granted to the Foundation hereunder, the Foundation shall give to the Grantee written notice within the one (1) year period during which its option may be exercised advising that the Foundation intends to exercise its repurchase option. The closing of the repurchase of the lot or tract by the Foundation shall occur within thirty (30) days following the date of the notice of the exercise of the option by the Foundation, at which time the purchase price will be paid by the Foundation to the Grantee, and the Grantee will deliver a warranty deed.

The repurchase option will expire at the end of the one (1) year period following the three (3) year period in which the Grantee must commence actual construction upon the lot or tract purchased.

The Foundation may, upon good cause shown, extend in writing the time in which actual construction must commence.

The Foundation may enforce this repurchase option by an action for specific performance.

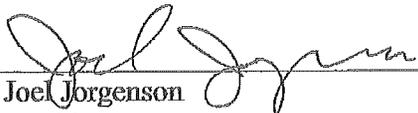
Any property repurchased in accordance with this provision may be resold only with the concurrence and approval of the Foundation.

17. **Exceptions and Modifications.** The Board of Directors of the Foundation shall be authorized to make such exceptions to, or modifications of, these Declarations as unusual circumstances or special situations may warrant; provided, however, that such exceptions or modifications shall not invalidate these Declarations in principal or general objectives. Except for unusual circumstances or special situations, the Foundation shall enforce these Declarations in a non-discriminatory manner.
18. **Duration.** These Declarations shall run with the land and be binding upon all present and future owners of any part of the land within the Development.
19. **Severability.** If any paragraph or part thereof of this Declaration be declared invalid, illegal, or inoperative for any reason, the remaining parts, so far as possible and reasonable, shall remain fully effective and operative.

20. **Enforcement.** Enforcement shall be the Foundation or any real property owner within the Development, by proceedings at law or in equity against any person or persons violating or attempting to violate any of these Declarations, either to restrain such violation or attempted violation, for specific performance, and/or to recover damages, including reasonable attorney fees. This Declaration shall be construed in accordance with the laws of the State of South Dakota..

IN WITNESS WHEREOF, the undersigned parties have executed this Declaration of Restrictions and Protective Covenants and Conditions, the day and year as written above.

BRANDON DEVELOPMENT FOUNDATION, INC.

By: 
Joel Jorgenson
Its: President

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

2. Property Information

2.3 Environmental Information

2.3.2 Provide information identifying any endangered species within the property boundaries.

A response from the US Fish & Wildlife Service is attached.



CITY OF BRANDON
304 Main Avenue, P.O. Box 95, Brandon, SD 57095
Telephone: (605) 582-6515 FAX: (605) 582-6831
E-mail: dolson@cityofbrandon.org

US Fish & Wildlife Service
South Dakota Ecological Service Field Office
420 S. Garfield Avenue, Suite 400
Pierre, SD 57501

February 10, 2014

Dear Sirs:

I am filling out a South Dakota Certified Ready Sites application form for certification of industrial sites for the Governors Office of Economic Development. Item #2.3.2 ask to provide information identifying any endangered species within the property boundaries. The legal description is:

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); and the Northwest Quarter (NW 1/4) of the Northeast quarter (NE1/4); and all that part of the North Half (N1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) lying West of the right-of-way of the Great Northern Railroad, all in Section Twenty-Seven (27), Township One Hundred Two (102) North, Range Forty-Right (48) West of the 5th P.M., Minnehaha County, South Dakota except for the railroad right-of-way, except for Johnson Tract 1, and except for Farmland Industries Tract 1 contained therein.

The South Half (S 1/2) of the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-Seven (27), Township One Hundred Two (102), North, Range Forty-Eight (48) West of the 5th P.M., including therein Lots H-3, H-4, H-5, and except Block One (1) of the Benson Quinn Addition, according to the recorded plat thereof, in Section Twenty-Seven (27), Township One Hundred Two (102) North, Range Forty-Eight (48), Minnehaha County, South Dakota.

(Several lots have been sold to date and are now exceptions to this legal.) The Corson Development Park is located north of the interstate, directly west of the Village of Corson. A location map is attached for a visual view of the property.

Would you please provide me with any information you have on endangered species on the site.

Sincerely,

[Handwritten signature of Dennis E. Olson]

Dennis E. Olson
Assistant City Administrator/ Finance Officer

U.S. Fish & Wildlife Service
SD ES Field Office

Project as described will have no significant impact on fish and wildlife resources. It does not involve any federally listed threatened or endangered species or their habitats. If project design changes, please submit plans for review.

2/18/14
Date

[Handwritten signature of Scott Larson]
Field Supervisor

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

2. Property Information

2.3 Environmental Information

2.3.3 Provide a map of any designated wetlands within the property boundaries.

A letter from Sayre Associates is attached.

October 28, 2013

Dennis Olson, Finance Officer
City of Brandon
304 Main Avenue
Brandon, SD 57005

RE: Corson Development Park

Dear Dennis:

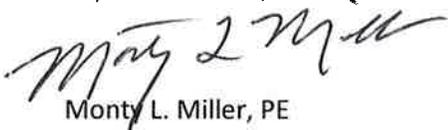
Historically the land now known as the Corson Development Park was used for agricultural purposes. The property was cultivated and planted with a variety of crops. The land has been in the process of industrial development for the past several years and is home to Wausau, Bergquist, Marmen, and Integra.

Undeveloped lots within the development continue to be used agricultural purposes, but have been substantially altered over the years with grading operations, underground utilities and drainage facilities. Gas mains, communication lines, and electric lines also have been placed across the park to facilitate development. Based on my review of wetland inventory maps, there are no wetlands on proposed development sites.

Based on our knowledge of the industrial park property as it exists today, we are not aware of any endangered or threatened species within the development park.

If you need additional information, please contact me.

Sincerely,
Sayre Associates, Inc.



Monty L. Miller, PE



U.S. Fish and Wildlife Service National Wetlands Inventory

Wetland Map

Apr 22, 2014



Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

Brandon Industrial and Corson Development Parks

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

2. Property Information

2.3 Environmental Information

2.3.4 Provide a map identifying the 100 year flood plain to one-half mile outside the properties boundaries.

Attach is a Flood Plain Map.

PANEL 0477D

FIRM

FLOOD INSURANCE RATE MAP

MINNEHAHA COUNTY,

SOUTH DAKOTA

AND INCORPORATED AREAS

PANEL 477 OF 650

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
MINNEHAHA COUNTY	460057	0477	D
BRANDON, CITY OF	460296	0477	D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER

46099C0477D

EFFECTIVE DATE

SEPTEMBER 2, 2009

Federal Emergency Management Agency

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

3. Property Access

3.1 Air Access

3.1.1 Identify the nearest airport available for public use.

The Sioux Falls Regional Airport is eleven miles (20 minutes travel time) west of the City of Brandon.

3.1.2 Identify the nearest airport with scheduled passenger air service.

Sioux Falls Regional Airport.

Express Delivery & Air Cargo Services

Small package delivery, including overnight air carrier service, is readily available in Sioux Falls. UPS and FedEx have air cargo facilities at the Sioux Falls airport and operate jet freighters on a daily basis. Sioux Falls houses a district terminal of UPS and modern FedEx facilities.

Air Transportation

Sioux Falls Regional Airport is located approximately 11 miles west of Brandon. The airport is the largest in South Dakota and is very important to the region with 67,000 flight operations in 2012 and over 900,000 passengers traveling through the terminal. New improvements to the ticket lobby, concourse, restaurant and parking make travel through the airport easy and convenient.

Commercial air service is provided by Delta, United, American, Allegiant and Frontier Airlines offering connections to over 200 domestic cities and international destinations. Landmark Aviation and Charter First provide charter service.

www.sfairport.com

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

3. Property Access

3.2 Rail Access

3.2.1 Identify the nearest rail providers.

Burlington Northern Santa Fee (BNSF) www.bnsf.com

Rail service to and from Sioux Falls is provided by the BNSF Railroad. BNSF provides service nation-wide with over 32,000 miles of track, and can accommodate all types of materials. A number of industrial areas in and around Brandon have rail access. There are 2 short line railroads in the region. The Ellis & Eastern interchanges with the BNSF in Sioux Falls and services local industries. The D & I Railroad interchanges with the BNSF, Union Pacific, and Canadian National in Sioux City, Iowa and the BNSF in Sioux Falls. Both the D & I and Ellis & Eastern have rail transload sites available in the region. Direct connections with dock spurs and freight forwarding service are available from the railroads.

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

3. Property Access

3.2 Rail Access

3.2.2 Identify the owners of all spur or switch locations.

Integra Plastics and Marmen Energy both located in the Corson Development Park and have spurs to their property. Eastern Farmer Coop located east of Corson Development Park on SD Highway #11 also has a spur.

Integra Plastics	Phone: 605-582-2320
Attn: Lee Clark	
609 Willow Avenue	
Brandon, SD 57005	

Marmen Energy	Phone 605-582-4500
1820 N Plum Avenue	
PO Box 740	
Brandon, SD 57005	

Eastern Farmers Coop	Phone 605-582-2415
26033 482 Avenue	
PO Box 20	
Brandon, SD 57005	



**Brandon
Industrial
Park**

Marmen Spur

**Corson
Development
Park**

Integra Spur

CHS Spur

Corson

© 2013 Google

Google earth

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

3. Property Access

3.2 Rail Access

3.2.3 Identify any applicable rail authority.

Attached is the Declaration of Mutual Easement (Local “Rail Authority”)

Jeff Eckhoff
200 N. Phillips
Suite 101
SF 50 57104
0032



This document was prepared by:
Roger W. Hunt, Attorney
1320 E. Rushmore Dr., P.O. Box 827
Brandon, SD 57005
Tel: 605-582-2580

Recorded Oct 29, 2008 at 12:00 o'clock
In Book 261 of Misc. on Page 68
Julie D. Ritty, Register of Deeds
Minnehaha County, South Dakota
By *[Signature]* Deputy 328 ✓

R831196

DECLARATION OF MUTUAL EASEMENTS

THIS AGREEMENT is made by and between the **CORSON DEVELOPMENT ASSOCIATION, L.L.P.**, a South Dakota limited liability partnership, ("Corson"), **DISTRIBUTORS DEVELOPMENT INC.**, a Wisconsin corporation ("Distributors") and **TOWER TECH SYSTEMS INC.**, a Wisconsin corporation ("Tower Tech"). Collectively, Corson, Distributors and Tower Tech shall be referred to as the "Parties".

RECITALS

A. The plat of Corson Development Park Addition to the City of Brandon, Minnehaha County, South Dakota (the "Park") is attached hereto as Exhibit A.

B. Corson is the owner of the following parcels of real property located in the Park (the "Corson Property"):

x Outlot A, except Lots 1, 2, and 3 in Block 1, and Lot 1 in Block 2, Corson Development Park Addition to the City of Brandon, Minnehaha County, South Dakota.

C. Distributors is the owner of the following parcels of real property located in the Park (the "Distributors Property"):

x Lot 2, Block 1, Corson Development Park Addition to the City of Brandon, Minnehaha County, South Dakota

D. Tower Tech is the owner of the following parcels of real property located in the Park (the "Tower Tech Property"):

x Lot 3, Block 1, Corson Development Park Addition to the City of Brandon,

Minnehaha County, South Dakota

E. The Corson Property, Distributors Property, and Tower Tech Property (collectively, the "Spur Properties") constitute all of the parcels in the Park that have, or will have, access to a spur railroad line (the "Spur Track") as shown on Exhibit B (the "Site Plan"), attached hereto and incorporated by reference. The area cross-hatched on the Site Plan shall be referred to as the "Spur Track Easement Area".

F. Corson is developing said Park, at its expense, which includes construction of the Spur Track. The Corson has sold some parcels within the Park and the remaining parcels are being offered for sale.

G. This Declaration is intended to provide owners of the Spur Properties with mutual easements for the use of the Spur Track, and to provide for the maintenance and operation of the Spur Track.

H. This agreement shall be binding upon the successors and assigns of the Parties; all subsequent purchasers of any of the Spur Properties shall be subject to this Declaration.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the above Recitals are true and correct in all material respects, and further agree as follows:

AGREEMENT

1. Grant. The Parties hereby grant, establish and subject their respective Spur Properties to a perpetual easement over, upon and across the Spur Track Easement Area for the purposes of ingress, egress, passage and delivery, all to the extent consistent with the purposes for which such area is improved or to be improved consistent with this Agreement. Said easements benefit and burden the Spur Properties. The owners of the Spur Properties may, at their expense, construct switches on the Spur Track and construct side lines on their respective parcels. The parties agree that all use of the mutual easements set forth herein is conditioned upon the Parties complying with all codes, ordinances, and laws applicable to such use.

2. Title. The Parties represent and warrant that they each have sufficient right, title and interest in their respective parcels of real property to convey the rights given in this Declaration. Corson and Distributors entered into a prior agreement relating to certain of the Spur Track Properties dated November 5, 2004, which agreement was recorded on November 8, 2004 in Book 249 Page 315 with Minnehaha County (the "Distributors Agreement"). The Distributors Agreement is hereby terminated, replaced and superseded by this Agreement.

3. Construction of Spur Track. The Corson shall complete construction of the Spur Track on or before November 30, 2008 (the "Completion Date").

4. Maintenance and Operation. The owners of the Spur Track Properties shall be part of and subject to the Corson Development Spur Track Association (the "Association"). The parties hereto agree to enter into a Railroad Spur Line Association Agreement (the "Association Agreement"), whereby the Spur Track Parties shall allocate the responsibilities, obligations and costs for the repair, maintenance, and operation of the Spur Track based on proportionate use of the Spur Track. Until such Association Agreement is executed, Corson agrees to maintain the Spur Track available for use, in good repair and condition, at its sole cost and expense. Upon (i) the completion of the construction of the Spur Track and (ii) execution of the Association Agreement, Corson shall have no further duty or obligation to maintain or operate the Spur Track.

5. Events of Default. An "Event of Default" shall occur upon the happening of any of the following events:

- a. If Corson fails to complete the Spur Track from the Burlington Northern Santa Fe Railroad Mainline as shown on the Site Plan on or before the Completion Date.
- b. If the responsible party fails to maintain the Spur Track under the terms of this Declaration or the Association Agreement, as applicable, so that the necessary rail service required by any of the Spur Track Properties is not available to it on the dates and times required, and such default continues for a period five (5) days after written notice of such default is given to the responsible party. Notwithstanding the foregoing provision, the responsible party shall not be in default and shall not be liable for interference with other parties' use of the spur railroad line when such interference is not caused by such responsible party's act or omission, but such party shall cooperate with the other parties hereto to eliminate any interference with the other parties' use of the Spur Track.
- c. If any party hereto defaults in any obligation or breaches any representation or warranty which has the effect of depriving the other parties hereto of the use or enjoyment of the Spur Track for the purposes set forth in this Declaration.

6. Remedies Upon An Event of Default. Upon the occurrence of an Event of Default, the owner of the benefitting property may exercise one or more of the following remedies:

- a. Cure the default and charge the cost thereof, including reasonable fees of attorneys and experts, to the responsible party, all such costs to be immediately due and payable on demand. If the responsible party is unable to or refuses to pay the same, then the owner of the benefitting property curing the same shall have the right during such defaults to the exclusive use of the Spur Track except to the extent the other parties hereto pay to the owner of the benefitting property their proportionate share of such costs incurred based upon the total average annual carloads of freight they haul in and out versus the total of all carloads of freight hauled in and out by all contributing and using parties.

If actual usage for a twelve (12) month forward looking period is scheduled to change from prior use, then the non-curing property owner's contribution shall be based upon either actual or projected twelve (12) month usage of the tracks by the non-curing property owner, whichever is higher.

- b. Enforce this Declaration by action at law or in equity. With respect to equitable relief, the parties agree that denial of the use of the mutual easements as set forth in this Declaration will irreparably harm the party whose use is denied, and that there are no adequate remedies at law for such denial, and, therefore, the parties consent to the entry of a temporary restraining order and temporary and permanent injunction by any court of competent jurisdiction to secure the right to use such easement, it is expressly agreed that no breach of this Declaration shall entitle any party to cancel, rescind, or otherwise terminate this Declaration, provided that such limitation shall not affect in any manner any other rights or remedies that the non-defaulting party may have at law or in equity.

The exercise of any right or remedy described above shall not be a bar to the exercise at the same or any subsequent time of any other right or remedy. Any delay in enforcing any right or remedy hereunder shall not be deemed a waiver of such right or remedy, or of any other right or remedy, and no waiver of any right or remedy hereunder shall be effective unless in writing and signed by the person against whom the waiver is claimed.

7. Costs of Suit. If the owner of the benefitting property commences an action against any other party to this Declaration, arising out of or in connection with this Declaration, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney fees and costs of suit.

8. Severability. Invalidation of any one of the covenants or restrictions contained herein by judgments or court order shall in no way affect any other provision of this Declaration.

9. No Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise. Each party shall be considered as a separate owner and no party shall have the right to act as agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

10. Notices. All notices, demands, statements, and requests required or permitted to be given or served hereunder shall be in writing and shall be deemed to be effective and to have been properly given or served when personally served upon the party to be charged therewith (or upon a corporate officer or partner in the case of a corporation or partnership), or on the third day after depositing the same in the United States Mail, addressed to such party at the address shown below, postage prepaid, certified or registered mail, return receipt requested. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall not affect the validity of such notice. At such time as a party transfers its interest in any property in the Park so as to result in a new party, the transferee, being bound by the terms hereof, such new party shall send notice to the other parties of the name and address to which notice to that new party shall be sent. Until such time as a new party sends such notice, the prior party who made such transfer shall be deemed to be the agent for such new party for purposes of giving such notices. Any party hereto may change the notice address for it by giving notice in accordance with the provisions hereof. Initially, the notice addresses are as follows:

Corson Development Association, L.L.P.
Attn: Jeffrey Eckhoff
200 N. Phillips Avenue, Suite 101
Sioux Falls, SD 57104

Tower Tech Systems Inc.
Attn: Steven A. Huntington
101 South 16th Street
Manitowoc, WI 54221

Distributors Development Inc.
Attn: Ronald L. Klimisch
PO Box 296
Wausau 54402-0296

11. Declaration: Amendments. This Declaration sets forth the entire agreement

between the parties with respect to the subject matter hereof, and shall not be amended, modified, canceled, or terminated, except by written agreement of all parties hereto.

12. Covenants Running With The Land. The terms of this Declaration shall constitute covenants running with, and be appurtenant to, the lands affected, and all such terms shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and assigns who become and remain owners of any portion thereof and may be recorded as such by either party.

13. Mitigation of Damages. In all situations arising out of this Declaration, all parties shall attempt to avoid and minimize the damages resulting from the conduct constituting events of default hereunder of the other parties. Each party shall take all necessary measures to effectuate the provisions of this Declaration.

14. Applicable Law. This Declaration shall be construed and enforced in accordance with South Dakota law.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration.

Corson Development Association, L.L.P.

By: Jeffrey Eckhoff
Jeffrey Eckhoff
Its: Secretary/Treasurer

Dated: 7-23-08

STATE OF SOUTH DAKOTA)

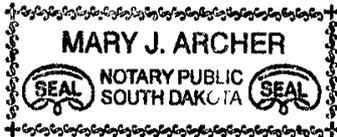
:SS

COUNTY OF MINNEHAHA)

On this 23rd day of July, 2008, before me, the undersigned officer, personally appeared Jeffrey Eckhoff, who acknowledged himself to be Secretary/Treasurer of Corson Development Association, L.L.P., a limited liability partnership, and that he, as such Secretary/Treasurer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability partnership by himself as Secretary/Treasurer.

In Witness Whereof, I hereunto set my hand and official seal.

Mary J. Archer
Notary Public - South Dakota
My Commission Expires: November 29, 2012



Tower Tech Systems Inc.

By: Steven A. Huntington
Steven A. Huntington
Its: Chief Financial Officer

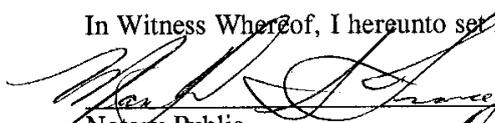
Dated: October 21, 2008

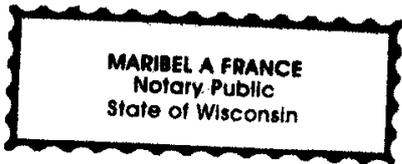
The acknowledgements and signatures continue on the following page.

STATE OF WISCONSIN)
:SS
COUNTY OF Manitowish)

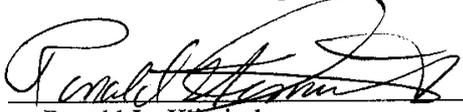
On this 21st day of October, 2008, before me, the undersigned officer, personally appeared Steven A. Huntington, who acknowledged himself to be Chief Financial Officer of Tower Tech Systems Inc., a Wisconsin corporation, and that he, as such Chief Financial Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Chief Financial Officer.

In Witness Whereof, I hereunto set my hand and official seal.


Notary Public
My Commission Expires: October 30, 2011



Distributors Development Inc.

By: 
Ronald L. Klimisch

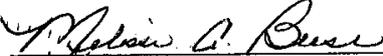
Its: President

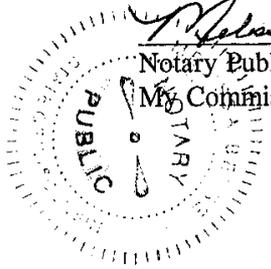
Dated: 8/16/08

STATE OF WISCONSIN)
:SS
COUNTY OF MARATHON)

On this 6th day of AUGUST, 2008, before me, the undersigned officer, personally appeared Ronald L. Klimisch, who acknowledged himself to be President of Distributors Development Inc., a Wisconsin corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

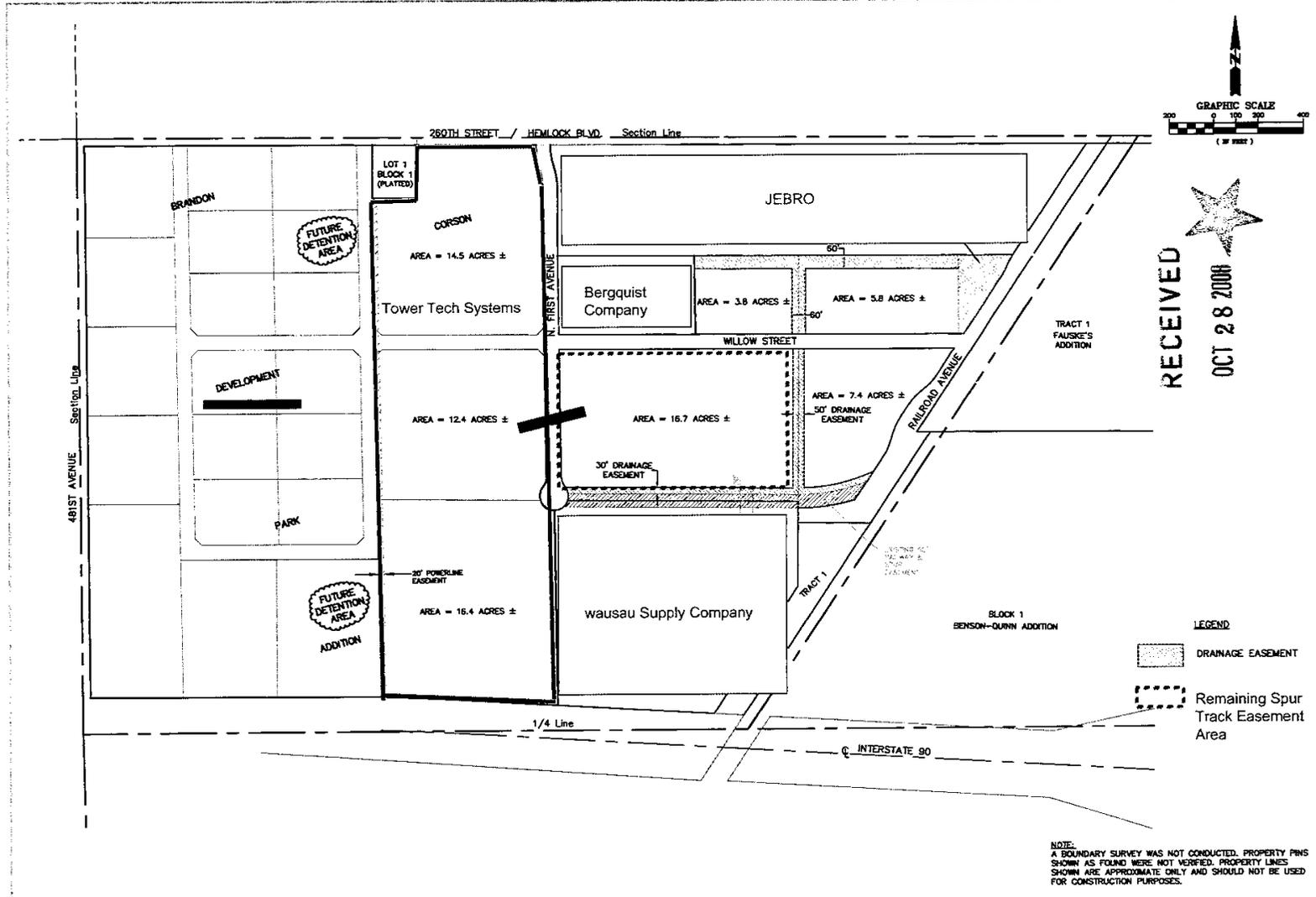
In Witness Whereof, I hereunto set my hand and official seal.


Notary Public
My Commission Expires: 8/2/09



**Exhibit A
Plat**

**Exhibit B
Site Plan**



DATE _____

REVISION NO. _____

BRANDON DEVELOPMENT PARK

PROPOSED OYRALLS LOT LAYOUT

PROJECT NO. 12253

APPROVED BY: JLM

CREATED BY: JAR

SURVEYED BY: MA

Engineering Solutions

Sayre Associates

110 S. CHERRY STREET, SUITE 200, MILWAUKEE, WI 53204

PHONE: (414) 342-7111 FAX: (414) 342-7122

SHEET NO. 1

NOTE:
 A BOUNDARY SURVEY WAS NOT CONDUCTED. PROPERTY PINS SHOWN AS FOUND WERE NOT VERIFIED. PROPERTY LINES SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

3. Property Access

3.2 Rail Access

3.2.4 Identify all applicable rail load limits.

115 # rail with load limits for the track of 286,000 pounds

3.2.5 Identify the nearest location of a rail loading facility.

Sioux Falls, South Dakota

3.2.6 identify the available rail car capacity.

20 cars

3.2.7 Identify classification of track available and the classification of the rail carrier available.

Track Classification: Class III

Rail Carrier: Class I (BNSF)

3.2.8 Identify any planned upgrades in service.

No upgrades currently planned.

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

3. Property Access

3.3 Road Access

3.3.1 Identify state and federal highway access.

State Highway #11 is connected to the north side of the Corson Development Park by Hemlock Boulevard. Hemlock Boulevard runs on the north end of the Park, beginning at the northwest corner of the Park, running east to South Dakota Highway #11.

State Highway #11 has a concrete surface from north of Corson to the south side of the City of Brandon. North of Corson and south of Brandon it has an asphalt surface. There are no weight restrictions.

The intersection of Interstate-90 and State Highway #11 is a half a mile south of the intersection of Hemlock Boulevard and State Highway #11.

Interstate-90 intersects with Interstate-29 ten miles west of the intersection of Interstate-90 and State Highway #11.

A map showing Hemlock Boulevard, State Highway #11 and Interstate-19 is attached.

3.3.2 Identify the nearest paved roadway ingress and egress located and the distance to the site.

Hemlock Boulevard runs on the north boundary of the Park.

3.3.3 Identify the capacity of the roadway servicing the site.

Hemlock Boulevard is a 32' wide roadway with a 18" gravel base and a 8" concrete surface. The street is designed as an arterial street to serve the industrial park and to carry heavy industrial traffic. There are no weight restrictions.

The interior streets have curb and gutter and a 36' width with a 8" gravel base and a 6" asphalt surface. The street was designed to carry industrial-type traffic. There are no weight restrictions. The

turning radii in the Corson Development Park are 20' measured to the back of the curb.

3.3.4 Identify any plans to improve the roadway to the site.

Roadways to the Park and in the Park are complete.

A map showing the following roadways is attached:
Hemlock Boulevard, (shown as 260th Street)
State Highway #11, (shown as 482nd Avenue)
Interstate-90

3.3.5 Provide documentation of proposed roadway access from the appropriate highway or street authority.

All accesses to the Corson Development Park have been constructed. Railroad Avenue and 1st Avenue North off of Hemlock Boulevard. A map is attached.

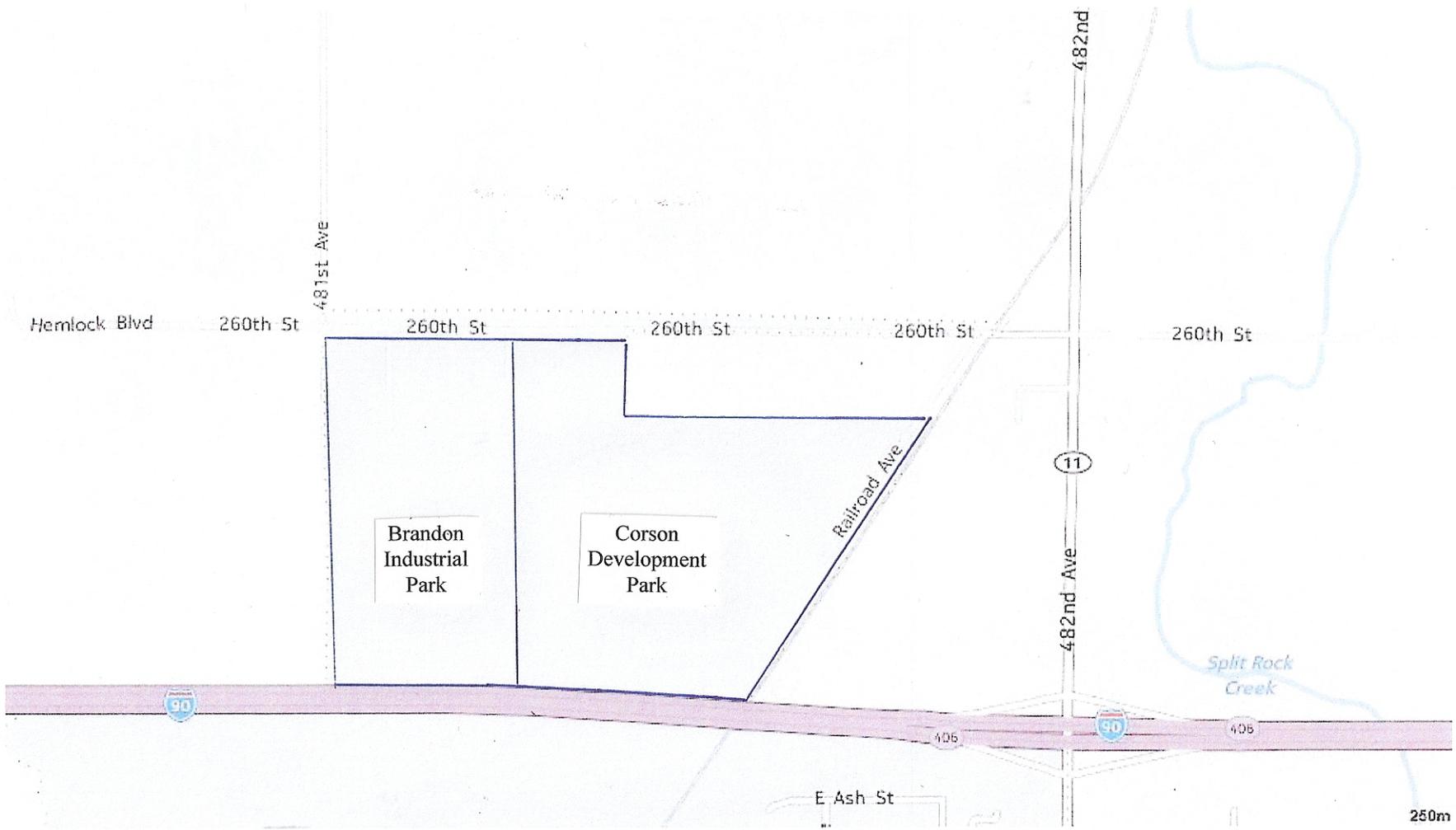
The location of accesses to lots off of Willow Street will be proposed based on land sales to the Planning & Zoning Commission and the Brandon City Council for final approval. Reasonable accesses have not be a problem in the past.

Government responsibility for roadways accessing the Park.
Hemlock Boulevard and all interior street: City of Brandon

State Highway #11: State of South Dakota

Interstate #90: Federal

Hemlock Boulevard, (shown as 260th Street)
State Highway #11, (shown as 482nd Avenue)



**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

3. Property Access

3.4 Freight Services

3.4.1 Identify local businesses that provide freight services

A list is attached.

3.4.2 Identify carrier services in the community.

A list is attached.

Freight Service

Over-the-road freight service is well provided for the Brandon area. Over 50 truck lines serve the area with many maintaining terminal facilities locally. Leading national and regional carriers serving the Brandon area are capable of handling all types of freight.

Sioux Falls Area Transportation Companies

Blachowske Truck Line	Dwane Blachowske	Liquid or Dry Bulk	Brandon	605.582.6666	www.blachowske.com
Mike Brua Trucking	Mike Brua	Motor Freight	Brandon	605.582.2511	
Scheepstra Trucking	Roger Scheepstra	Motor Freight - Irreg. Route Common/Contract	Brandon	605.582.7542	
Kunkel Truck Lines		Irregular Route/Common/Refrigeration	Brandon	605.582.6789	
Vince Anderson Trucking/A & A Express		Heavy Hauling - Refrigerated Transport	Brandon	605.582.2405	www.aexpressinc.com

ABF Freight Systems Inc.	Lyle Eszlinger	Motor Freight - LTL	Sioux Falls	605.336.2944	www.abfs.com
Action Carrier	Michael Walsh	Truck Load, Coast to Coast Motor Freight Carrier	Sioux Falls	605.335.5500	
Al Kolb Trucking		Motor Freight - Long Distance Transport	Sioux Falls	605.334.5025	
American Freightways		Motor Freight - Long Distance Transport	Sioux Falls	605.367.9410	www.americanfreightways.net
B & G Transportation Inc.		Irregular Route Common Carrier	Sioux Falls	605.361.2832	www.bgtrans.com
Baartman Trucking inc.	Howard Baartman	General Freight / Long Haul	Sioux Falls	605.331.3672	
Bennett Trucking	Brian Bennett	Refrigerated	Sioux Falls	605.335.3301	www.bennetttrucking2.com
Bibbs Inc.		General Freight / Long Haul / Refrigeration	Sioux Falls	605.338.0053	
Britton Transport	Roger Carlson	Motor Freight	Sioux Falls	605.335.5592	www.brittontransport.com
Bunjer Trucking		Grain / Livestock / Local Cartage	Colton	605.446.3252	
BWC Express Inc		Heavy Hauling	Valley Springs	605.757.6354	
Con-way Freight	Jeff Stingley	Local/Regional/National LTL Service	Sioux Falls	605.331.0447	www.con-way.com
Crystal Red Transportation		Contract / Refrigeration	Sioux Falls	605.331.3672	
D & K Trucking		Heavy Hauling	Sioux Falls	605.332.2348	
D & L Trucking		Bulk/Common/Dry Van/Feed/Flatbed/Grain/Gravel I/O-0/ Liquid/Tank	Garretson	605.582.6998	
Dakota Cargo			Sioux Falls	605.336.8951	
Dakota Carriers		Motor Freight - Contract/Dry Van/ Refrigeration	Sioux Falls	605.338.0002	
Darren Nelson Trucking Inc.		Motor Freight	Sioux Falls	605.271.2600	

DND Logistics	Don Bose	LTL Broker	Sioux Falls	605.357.8055	
Dysart Trucking	Bob Dysart		Sioux Falls	605.368.2509	
Heartland Carriers		Motor Freight	Sioux Falls	605.782.4612	
Heyl Truck Lines Inc.		OTR Temperature-Controlled Commodities / Dry Freight	Sioux Falls	605.336.6898	www.heylnet.net
Johnson Feed	Todd Johnson	Refrigerated & van truck load	Canton	800-843-9992	http://www.johnsonfeedinc.com/
K & J Trucking, Inc.	Michelle Koch	Specialized & refrigerated carrier 48 state	Sioux Falls	605.332.5531	www.kandjtrucking.com
Koch Trucking	Terry Koch		Sioux Falls	605.335.1575	
Lloyd Bultsma Trucking	Lloyd Bultsma	Contract Carrier	Sioux Falls	605.338.2461	
Martin Transportation Inc.	Herman Martin		Sioux Falls	605.334.6100	
MFTS Inc.		Local Cartage	Sioux Falls	605.332.1411	
Mid States Transport		Contract/Dry Van/Flatbed/Liquid/Tank	Sioux Falls	605.334.1005	
Midwest Coast Transport	Matthew Staniszewski	48-state, Full Truckload Carrier - General Commodities: Dry Goods & Products Requiring Protective Services; Offer Specialty, Dedicated, Regional & Logistics services.	Sioux Falls	605.339.8400	www.midwest-coast.com
Midwest Motor Express	Tony Holtberg	Regular Route Common Carrier	Sioux Falls	605.335.1600	www.midwestmotorexpress.com
Northland Transportation Inc.		Motor Freight	Sioux Falls	605.357.8905	
Olander Trucking Inc.	Dianne Olander	Motor Freight	Sioux Falls	605.543.6610	
Old Dominion Freight Line	Jeff Burtis	LTL Heavy Hauling	Sioux Falls	605.338.3822	www.odfl.com
Patrick Transportation		Heavy Hauling / Motor Freight	Sioux Falls	605.334.9314	
Robert Jellis Trucking Inc.		Motor Freight - Refrigeration	Sioux Falls	605.339.2465	
Rude Transportation Company	Jerry Strating	Motor Freight LTL - Irreg & Reg Route Common Carrier	Sioux Falls	605.335.6575	www.rudetransportation.biz
Silver Creek Express		Motor Freight	Baltic	605.529.5860	
Sioux Falls Inway	Linn Wiebers	Independent Agent for Landstar Inway	Sioux Falls	605.334.9000	
TBI, Inc.	Randy Thompson	Motor Freight - Common/Contract Carrier	Sioux Falls	605.334.4187	
T Brothers Logistics LLC	Travis Thie	Truckload, LTL, Cartage, Warehousing	Sioux Falls	605.333.0566	www.tbrothers.com
Waldner Trucking		Motor Freight	Hartford	605.528.7409	
X Freight / X-Linx, Inc. / X- Trux, Inc.	J. B. Sweere	Trucking	Sioux Falls	605.333.0265	www.xfreight.net
Yellow Freight	Dana Draisey	Motor Freight LTL - Irreg & Reg Route Common Carrier	Sioux Falls	605.335.8095	www.yellowfreight.com
Zomer Brothers Trucking	Russell Zomer	Long Distance Livestock Carrier	Sioux Falls	605.334.5241	www.zomertrucks.com

Federal Express

FedEx Ship Center
201 E Benson Rd
Sioux Falls SD

Hours of Operation

Monday - Friday 8:00 am – 9:00 pm
Saturday 8:00 am 3:00 pm
Sunday Closed

Local FedEx Express Drop Box

Taco Johns Outside
101 N Splitrock Blvd
Brandon, SD 57005

United Parcel Service

The UPS Store
2522 W 41ST ST
Sioux Falls, SD 57105

(605) 338-8814

Hours of Operation

Monday - Friday 7:30 am - 7:00 pm
Saturday 9:00 am - 5:00 pm
Sunday Closed

UPS Air Pickup Times

Monday - Friday 6:15 pm
Saturday - 1:00 pm

UPS Ground Pickup Times

Monday - Friday 6:15 pm

UPS Drop Box

Crimson Fire
907 N 7th Avenue
Brandon, SD 57005

Local Shipping Center

Ace Hardware
304 S Splitrock Boulevard
Brandon, SD 57005
(605) 582-6383

Speedee Delivery

SAFE SHIP Speciality Shipping
2821 E 10th Street
Sioux Falls, SD 57103

(605) 275-6088

Hours of Operation

Monday - Friday 8:00 am - 6:00 pm

Saturday 9:00 am - 5:00 pm

Sunday Closed

United States Postal Service

Brandon Post Office
1120 E Holly Boulevard
Brandon, SD 57005

(605) 582-6062

Hours of Operation

Monday - Friday 8:30 am - 5:00 am

Saturday 9:00 am - 11:00 am

Sunday Closed

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

4. Utility Access

4.1 Water

4.1.1 Identify the current provider of water.

A letter from the City of Brandon is attached.

Map showing size and location of lines.



CITY OF BRANDON
304 Main Avenue, P.O. Box 95, Brandon, SD 57005
Telephone: (605) 582-6515 FAX: (605) 582-6831
E-mail: dolson@cityofbrandon.org

April 21, 2014

Corson Development Association, L.L.P.
200 N Phillips Avenue, Suite 101
Sioux Falls, SD 57101

Dear Sirs;

This is the information requested for the GOED Ready Site Application.

The City of Brandon is the water supplier for the Corson Development Park. Attached is a map showing water & sewer line location and size.

Tests from hydrants at the intersection of Hemlock Boulevard and Walnut Avenue and Hemlock and Plum Street showed a static pressure of 60 psi and a flow of 1,060 g.p.m.

The water system that serves the park obtains pressure from mechanical water pumps. Pressure is regulated by a "Pressure Reducing Regulator Valve" which automatically provides fire protection pressures and flows when needed.

City wells currently produce 3,276,000 gallons per day. However the water plant can only treat 2,880,000 gallons per day. The average daily usage is 870,234 gallons per day. The historic peak day is 1,958,848 gallons per day. The City has 250,000 gallons of elevated storage and 500,000 gallons of ground storage.

The five year capital improvement plan includes drilling three new wells. The target production from these three wells and the main producing existing well is 5,760,000 gallons per day. Also planned is increasing the production of the current water treatment plant. Financing for these projects will come from water sales.

Water Rates: (residential and commercial)

Meters 1" or smaller,. A base fee of \$7.43 plus \$4.35 per each thousand gallons or fraction thereof.

Meters 1" to 1.5",..... A base fee of \$14.86 plus \$4.35 per each thousand gallons or fraction thereof.

Meters 1.5" to 2",..... A base fee of \$29.72 plus \$4.35 per each thousand gallons or fraction thereof.

Meters 2" to 3",..... A base fee of \$66.87 plus \$4.35 per each thousand gallons or fraction thereof.

Water Connection Fees: (residential and commercial)

The base rate for the connection fee is \$1,000.00. Larger service taps will be charged at the following rates:

- 1" service tap,..... 1 times the base rate.
- 1 ½" service tap,..... 2 ½ times the base rate.
- 2" service tap,..... 4 times the base rate.
- 3" service tap,..... 9 times the base rate.
- 4" service tap,..... 16 times the base rate.
- 6" service tap,..... 36 times the base rate.
- 8" service tap,..... 64 times the base rate.

Sincerely,



Dennis E. Olson
Finance Office/Assistant Administrator
City of Brandon

481ST AVENUE

260TH STREET / HEMLOCK BLVD.

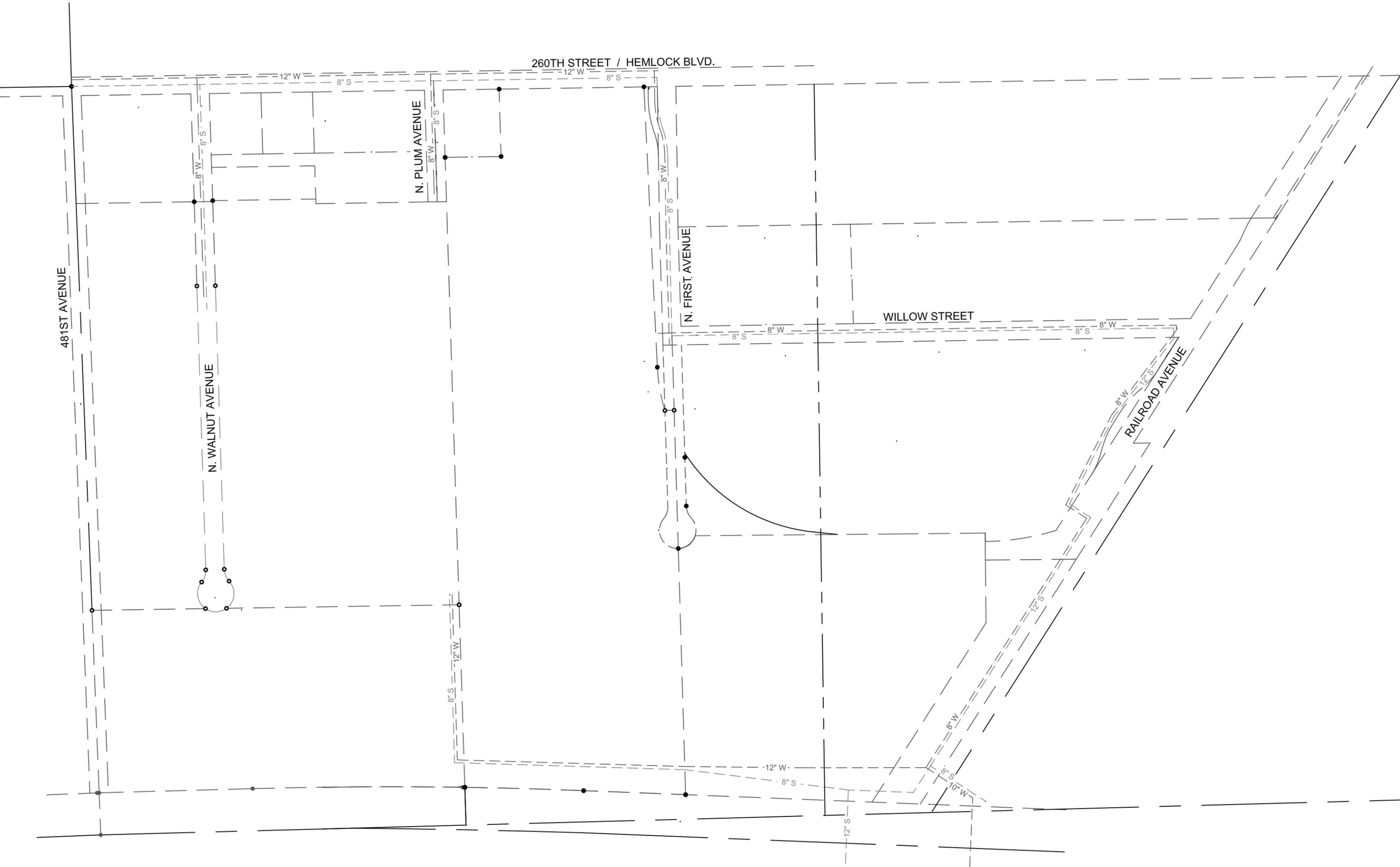
N. WALNUT AVENUE

N. PLUM AVENUE

N. FIRST AVENUE

WILLOW STREET

RAILROAD AVENUE



**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

4. Utility Access

4.1 Water

4.1.2 Identify any plans to improve services to the site.

Services to current sites are complete to the property line and debt free.

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

4. Utility Access

4.2 Waste Water

4.2.1 Identify the current provider of waste water services.

A letter from the City of Brandon is attached.

Map showing the size and location of lines.

Contract with the Sioux Falls Wastewater Treatment Plant.



CITY OF BRANDON

304 Main Avenue, P.O. Box 95, Brandon, SD 57005
Telephone: (605) 582-6515 FAX: (605) 582-6831
E-mail: dolson@cityofbrandon.org

April 21, 2014

Corson Development Association, L.L.P.
200 N Phillips Avenue, Suite 101
Sioux Falls, SD 57101

Dear Sirs;

This is the information requested for the GOED Ready Site Application.

The City of Brandon is the wastewater provider for the Corson Development Park. Attached is a map showing water & sewer line location and size.

The current wastewater treatment (ponds) has a capacity of 42,108,000 gallons per day. Current flows are 127,199,000 gallons per day. In 1993 the population of the City of Brandon exceeded the pond treatment capacity.

The City installed the necessary infrastructure to pump access effluent to the Sioux Falls Wastewater Treatment Plant for treatment. The EPA requires the Sioux Falls Wastewater Treatment Plant to obtain information from businesses and manufacturers as to the type of effluent they will be discharging to their system. Because of our connection to the Sioux Falls Plant, businesses and manufacturers located in Brandon are also required to provide this information before a building permit is issued. A copy of the agreement is attached.

The five year capital improvement plan includes major improvements to the wastewater treatment system. The system and plant will be sized for the 20 year population projections. Financing for this plan will come from sewer revenues.

SEWER RATES

Residential and commercial rates are the same, volume is based each year on the average of the previous November and December water usage.

A minimum base monthly residential charge of \$10.00 and an additional charge of \$8.00 per each thousand gallons or fraction thereof.

SEWER CONNECTION FEES

Residential:

<u>Permit Value</u>	<u>Sewer Connection Fee</u>
\$0 - \$149,999	\$ 250.00
\$150,000 - \$499,999	\$ 300.00
\$500,000 - \$999,999	\$ 350.00
\$1,000,000 and up	\$ 400.00

Multi-Family & Commercial:

<u>Permit Value</u>	<u>Sewer Connection Fee</u>
\$0 - \$149,999	\$ 300.00
\$150,000 - \$499,999	\$ 400.00
\$500,000 - \$999,999	\$ 500.00
\$1,000,000 and up	\$ 600.00

Sincerely,



Dennis E. Olson
Finance Office/Assistant Administrator
City of Brandon

481ST AVENUE

260TH STREET / HEMLOCK BLVD.

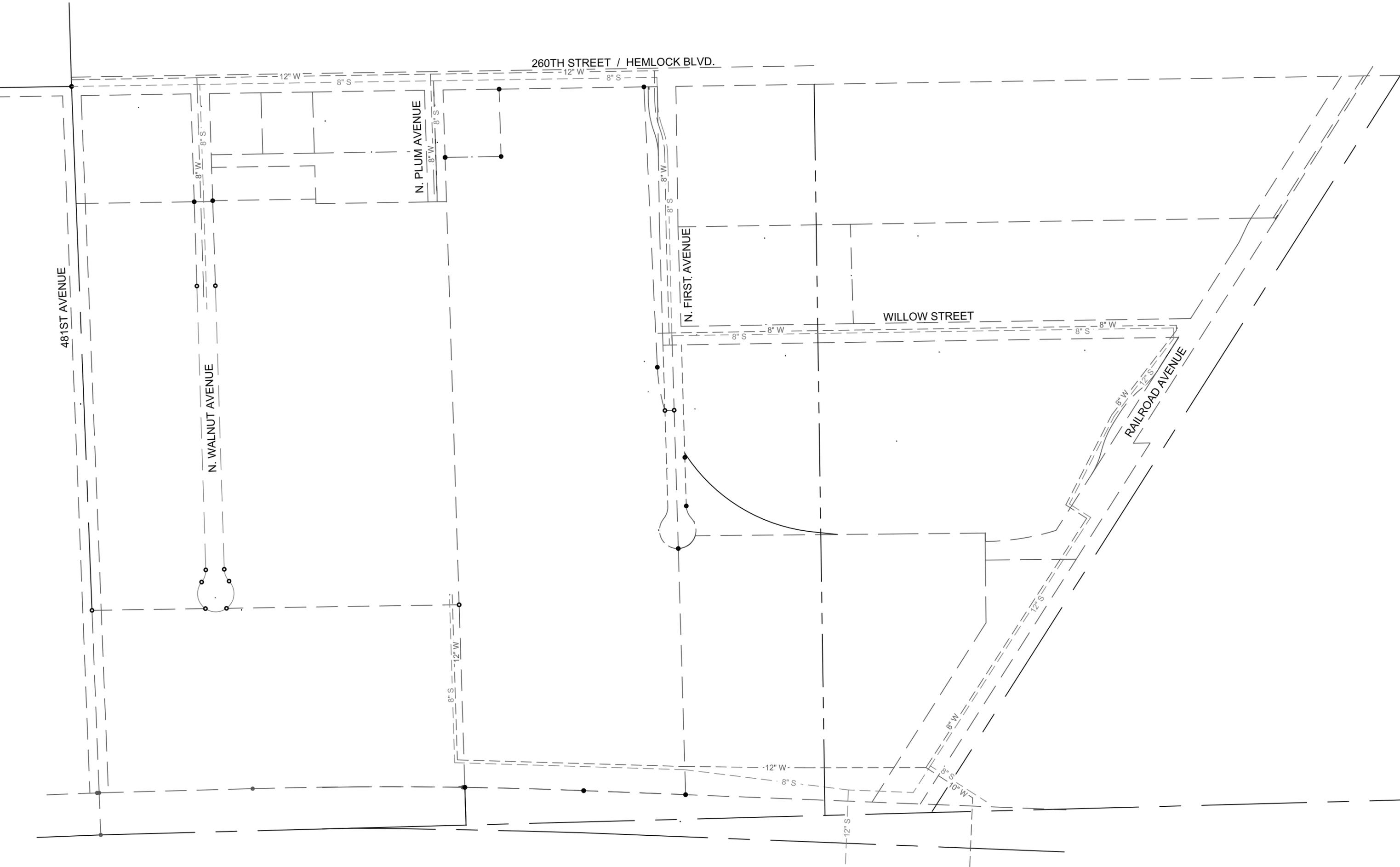
N. WALNUT AVENUE

N. PLUM AVENUE

N. FIRST AVENUE

WILLOW STREET

RAILROAD AVENUE



Agreement No. 44-044dc
 Purchase Order No. 10 rec 9, 7:
 Project Estimate 5 per 1000 galls
 Dept. No. 11
 CIP No. N/A
 Engineering Dept. JAR
 Attorneys' Office JAR
 Finance Dept.

BRANDON/SIOUX FALLS WASTEWATER AGREEMENT

THIS AGREEMENT made and entered into this 21st day of November, 1994, by and between the City of Sioux Falls, SD, hereinafter called Sioux Falls, and the City of Brandon, SD, hereinafter called Brandon. It is agreed by and between the parties as follows:

PART I. SEWER USE

1. Sioux Falls grants to Brandon permission, subject to all the terms and conditions hereinafter expressed, to construct, maintain and operate suitable connections according to conventional engineering standards and approved as to construction, location, and elevation by the Director of Water/Wastewater of the City of Sioux Falls at or adjacent to the Sioux Falls Wastewater Treatment Facility and at such other locations as may be necessary to join the public sewer system of Brandon with the Wastewater Treatment Facility of Sioux Falls.
2. Brandon shall pay to Sioux Falls as base rental, seventy-five cents (\$0.75) per thousand gallons of volume of wastewater discharged from the sewer system of Brandon into the Sioux Falls Wastewater Treatment Facility. The base rental shall be subject to renegotiating in 1995 and every two years thereafter. All payments shall be made monthly on billings by Sioux Falls to Brandon. Payments for each month shall be made prior to the tenth day of the following month.
3. Brandon shall at its own expense, construct a suitable wastewater metering and sampling facility containing a suitable wastewater meter equipped to measure, register, and record the volume of wastewater discharged from the Brandon public sewer system into the Sioux Falls sewer system in accordance with plans and specifications prepared by Brandon and subject to the approval of Sioux Falls. The volume of wastewater discharged from the Brandon sewer system into the Sioux Falls Wastewater Treatment Facility shall be constantly and accurately measured, registered and recorded. Operation and maintenance costs for the metering device shall be the responsibility of Brandon. Sioux Falls shall have the right of access to the metering and sampling facilities at all times for so long as this contract remains in effect. Metering and sampling facility shall be tamperproof and Brandon or designee shall at their own expense operate, adjust, repair and replace as necessary.
4. Brandon, as a condition precedent to its right to connect its public sewer system, shall submit complete plans and specifications of its industrial and commercial sewer system users and any additions or alterations thereto, to Sioux Falls. Brandon shall obtain the approval of such plans and specifications by the Sioux Falls Director of Water/Wastewater. In each instance, the determination of the said Director of Water/Wastewater shall be made not more than forty-five (45) days after the submission of plans, and if no action is taken by the Director of Water/Wastewater in such time, the plans shall be deemed approved. Sioux Falls shall not disapprove of such plans except upon reasonable grounds as specified and may suggest such alteration of plans as may be reasonable and necessary before approving the same.

5. Brandon shall maintain records showing the location and size of its industrial and commercial users systems as they exist at the time of the connection of the sewer systems hereunder and as it is altered or added to and showing the location, size and nature of each industrial and commercial user's sewer or sewer service connection and water service meter or private water supply system connected therewith or hereinafter constructed and maintained.
6. Brandon shall maintain as part of its public records, a map showing the location, size and nature of construction of its public sewer system and all house sewers and other sewer service connections therewith, together with a complete and accurate listing of all such house sewers and other sewer service connections and water service meters or private water supply systems pertinent thereto, stating the location, size, nature of construction and character of the same.
7. Sioux Falls may at any time and by the exercise of all reasonable procedures and facilities inspect, explore and survey all or any part of the sewer systems of industrial and commercial users in Brandon, as they exist at the time of the connection of the sewer systems or as added to or altered, for the purpose, among other things, of determining whether or not they conform to requirements applicable to comparable sewers and sewer connections in Sioux Falls. If Brandon's industrial and commercial users' sewers or sewer connections fail to conform, Brandon shall take appropriate action to eliminate the nonconformities and to fully comply with all requirements applicable to comparable sewers and sewer connections in Sioux Falls. Sioux Falls shall have no duty to make any such inspections or recommendations and assumes no responsibility in connection therewith.
8. Brandon shall provide treatment of its wastewater prior to discharge to Sioux Falls. The treatment shall include, at a minimum, primary lagoon treatment. Brandon shall be responsible for all treatment costs.
9. Wastewater discharges from Brandon to Sioux Falls shall be limited to a maximum volume of 4,000,000 gallons per month. Wastewater discharge from Brandon must comply with prohibitions and limits established in Sioux Falls City Ordinance Section 41-119 and 41-119.3. Brandon shall be required to self monitor their discharge to Sioux Falls on a quarterly basis. Sample monitoring and reporting requirements will be established by Sioux Falls. Sioux Falls may determine days, dates, times and volumes of discharge during each month. The maximum volume shall be reviewed annually by Sioux Falls and Brandon. If additional volumes are needed to be discharged by Brandon, Sioux Falls may review and revise rates as necessary to maintain the necessary cost of service charges. The discharge point(s) from Brandon to the Sioux Falls Wastewater Treatment Facility may need to be adjusted if volumes exceed 4,000,000 gallons per month. Brandon shall pay all costs associated with the adjustment of discharge point(s).

10. Brandon shall, by the adoption and employment of suitable methods, effect minimum acceptable standards as to the amount of infiltration of surface and ground water into its sewer system. Brandon shall adopt and employ effective measures to the end that no rain water leader from any house or other structure shall be connected in any manner with or discharge water into, the sewer system. The sewer shall carry only sanitary sewage with the flow limited to domestic and industrial waste.
11. Brandon shall enact and enforce such ordinances as may be reasonable and necessary for the regulation of the construction, use and maintenance of sewers and connections thereto in the City of Brandon. The ordinances shall, among other things, provide that no person shall make connections, attach to, or tap any lateral sanitary sewer or trunk sewer used for industrial or commercial purposes without first obtaining a written permit approved by Sioux Falls and by Brandon.
12. Brandon shall save Sioux Falls, agents and employees harmless from any loss, damage, cost or expense including reasonable attorney and legal fees, and fully indemnify Sioux Falls against any and all liabilities sustained by reason of the connecting or the maintenance of the connections hereunder between the sewer systems or by reason of any damage, cost, expense or loss that may be sustained by Brandon, its inhabitants, or any other person or person connected with the Brandon sewer system, or by reason of the diversion into the Brandon sewer system of roof water or storm water drainage, and shall indemnify and save harmless Sioux Falls from any claim by property owners or residents of Brandon arising out of failure of the sewer system of Sioux Falls or Brandon, and Brandon shall at its expense defend any and all claims against Sioux Falls arising out of the operation, maintenance, repair or construction of the sewer system of Brandon.
13. Sioux Falls shall not be responsible to any person, firm or corporation for damage claimed as a result of the backing up or blockage of sewers in Brandon and in the event of any suit for damages, Brandon shall immediately intervene and defend against and pay all costs and damages which may be recovered by any such person, firm or corporation.
14. A pump station as provided by the plans and specifications shall be constructed by Brandon at its cost and shall be replaced and kept in repair as necessary at the expense of Brandon.
15. No connections shall be made to any trunk sewer or force main connecting the systems of Brandon with the systems of Sioux Falls by any party, person or concern not a resident of Brandon without the prior written approval of both Brandon and Sioux Falls.
16. If any proposed extension or addition to the Brandon industrial and commercial users sewer systems shall result in discharging wastewater into the system of Sioux Falls in excess of the capacity of the sewers or wastewater treatment plant provided in Sioux Falls to receive Brandon's wastewater, Sioux Falls may refuse to approve plans and specifications for such change, extension or addition until such time as Sioux Falls sewer or wastewater treatment plant shall be adequate for such purpose.

17. The term of Part I of this agreement shall be twenty (20) years and may be renewed by mutual agreement in writing and signed by the parties hereto.
18. Part I of this agreement may be modified only if the parties agree to modification, and only if such modification is in writing and signed by the parties, except for fees established in Section 2.
19. This agreement may be terminated only by written agreement signed by the parties, except for termination condition allowed in Section 20.
20. If Brandon fails to comply with any condition(s) of this agreement, Sioux Falls may pursue legal action including termination of discharges from Brandon.

PART II. INDUSTRIAL PRETREATMENT

RECITALS

1. Sioux Falls owns and operates a Publicly-Owned Treatment Works (POTW).
2. Brandon currently utilizes this POTW.
3. Brandon currently contributes wastewater which includes industrial waste.
4. Brandon has industries within its corporate limits that are classified as Significant Industrial Users under 40 C.F.R. Part 403.3(t), SD Administrative Rules 74:03:26 and Section 41-110 of the Sioux Falls City Ordinance.
5. Brandon does not have an approved POTW Pretreatment Program.
6. Both parties recognize Sioux Falls must implement and enforce a POTW Pretreatment Program to control industrial waste under 40 C.F.R. Part 403 and ARSD 74:03:26.
7. Sioux Falls has extra territorial powers to accept and control industrial wastes originating within ten miles of its corporate limits under legal authority granted under SDCL 9-48-32.

AGREEMENT

1. Brandon hereby waives its authority and jurisdiction and designates and appoints Sioux Falls as the agent of Brandon for the purpose of implementation and enforcement of the Sioux Falls Industrial Pretreatment Program.
2. Brandon shall adopt an ordinance which shall incorporate by reference and cause industrial users of Brandon to comply with Chapter 41, Article IV and Section 23-30 of the Revised Ordinances of Sioux Falls, South Dakota.

3. Sioux Falls will perform technical and administrative duties necessary to implement and enforce Sioux Falls' sewer use ordinance against industrial users located in Brandon. Sioux Falls will: (1) update the industrial waste survey; (2) issue permits to all users required to obtain a permit; (3) conduct inspections, sampling, and analysis; (4) perform enforcement activities; and (5) perform any other technical or administrative duties the parties to this agreement deem appropriate. In addition, Sioux Falls will take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination of the Sioux Falls POTW.
4. Brandon will maintain current information on industrial users located in its jurisdiction. Industrial users as defined in Section 41-110 of Sioux Falls Ordinance shall be used in this agreement. Sioux Falls will update the industrial waste survey for users located in Brandon annually. This survey will be updated using the following methodology: (e.g., reviewing phone books, manufacturing listings, new commercial water accounts, etc.). Sioux Falls will forward a copy of this survey to Brandon.
5. Building permits cannot be issued to industrial users by Brandon without Sioux Falls' approval.
6. Every time a new industrial user is located in Brandon, or any time an existing user increases by 20 percent or changes its discharge, or any time it is requested by Sioux Falls, Brandon will require that such industrial user respond to an industrial sewer discharge permit application supplied by Sioux Falls. Brandon will forward a copy of this application to Sioux Falls for review. Application must be received at least 120 days prior to authorization to discharge wastewater.
7. Brandon will provide Sioux Falls access to all records or documents relevant to any industrial user located in Brandon or discharging through Brandon to Sioux Falls.
8. Sioux Falls will inspect and sample all significant industrial users located in Brandon each year. Sioux Falls will submit written notice of scheduled inspections to Brandon, providing the opportunity for Brandon to attend all inspections. If an inspection is in response to an emergency situation and such notice is not possible, Sioux Falls will make every effort to informally notify Brandon of the impending inspection so Brandon may attend.
9. Sioux Falls may, with notice to Brandon, conduct inspections and sampling at any industrial user's facility, located within Brandon, as it deems necessary.
10. All evidence of noncompliance discovered on any inspection may be used in subsequent enforcement actions against that user or Brandon, as appropriate, regardless of whether or not the parties have followed the procedures for notification set out in this agreement.

11. Sioux Falls will issue permits to all industrial users determined to be significant by its Industrial Pretreatment Program. Permits must be issued prior to any discharge. Permits must contain effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of nontransferability, a statement of applicable civil and criminal penalties, and any other conditions requested to be included in the permit by Sioux Falls.
12. Sioux Falls shall enforce the provisions of Chapter 41, Article IV of the Revised Ordinances of Sioux Falls, South Dakota on any industrial user in Brandon. In the event that Sioux Falls cannot take adequate enforcement action against noncompliant industrial users in Brandon on a timely basis, Brandon will take such action on behalf of Sioux Falls to meet enforcement requirements established in Sioux Falls Industrial Pretreatment Program.
13. In the event that Sioux Falls and Brandon cannot take adequate enforcement action against a noncompliant industrial user, the City reserves the right to require Brandon to discontinue discharge to Sioux Falls by a cease and desist order.
14. Sioux Falls may take emergency action, whenever it deems necessary, to stop or prevent any discharge which presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination. If such action is to protect public health, Sioux Falls will provide informal notice (i.e., a telephone call) to the industrial user and Brandon of its intent to take emergency action. If such action is to protect the environment or the treatment works, Sioux Falls will provide notice (and an opportunity to respond) prior to taking action to the industrial user and Brandon. The industrial user and Brandon will have the opportunity to respond to Sioux Falls' action; however, such response may be limited to a hearing after the emergency powers of Sioux Falls have been exercised.
15. Before an industrial user located outside the jurisdictional boundaries of Brandon discharges into Sioux Falls' POTW via Brandon POTW, Brandon and Sioux Falls will enter into an agreement with the jurisdiction in which such industrial user is located. Such agreement shall be substantially equivalent to this agreement and must be fully secured prior to a discharge from any user in the outside jurisdiction.
16. Brandon agrees to pay Sioux Falls an annual rate of \$2,000 for its role of implementation and enforcement of an Industrial Pretreatment Program on industrial users in Brandon. This administration fee shall be subject to renegotiation every two years. Payments shall be made on the first month of this agreement for 1994 and in January for subsequent years.
17. Brandon will indemnify Sioux Falls and employees for all damages, fines, and costs either incurred as a result of industrial waste discharged from Brandon or from the failure of Brandon or its industrial users to comply with this agreement.

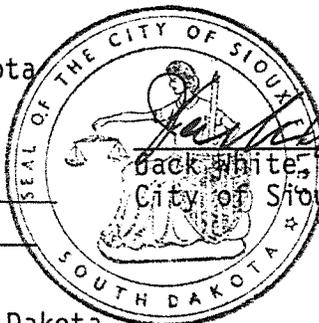
18. Part II of this agreement shall be reviewed and unilaterally amended by Sioux Falls to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and the rules and regulations (see 40 C.F.R. Part 403) issued thereunder, SD Administrative Rules and the Revised Ordinances of Sioux Falls, South Dakota, as necessary, but at least every three years.
19. In the event that Brandon or its industries fail to comply with Part II of this agreement, Sioux Falls may terminate this agreement by providing written notice to Brandon. All benefits and obligations under this agreement will cease following 45 business days from receipt of such notice.

PART III. GENERAL CONDITIONS

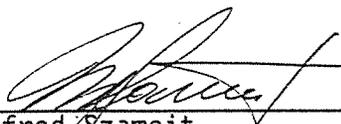
1. Sioux Falls and Brandon hereto agree to abide by and conform to all applicable laws of the federal government, the state, and any other body having jurisdiction.
2. If any payment or any part thereof due to Sioux Falls from Brandon shall remain unpaid following its due date, Brandon shall be charged with and will pay to Sioux Falls interest on the amount unpaid from its due date until paid at the rate of one percent (1%) per month.
3. If any section, subsection, paragraph, clause, phrase, or other provision of this agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of this section, subsection, paragraph, clause, phrase, or other provision shall not affect any of the remaining provisions of this agreement.
4. This agreement constitutes the entire contract between Sioux Falls and Brandon concerning the disposal of wastewater by Brandon and the acceptance of such wastewater for disposal by Sioux Falls.


 Dennis A. Kleinvachter, Mayor
 City of Brandon, South Dakota

ATTEST: 
 Dennis E. Olson
 Municipal Finance Officer
 City of Brandon, South Dakota
 (SEAL)



DEC 05 1994

ATTEST: 
 Manfred Szameit
 Municipal Finance Officer
 City of Sioux Falls, South Dakota
 (SEAL)


 Jack White, Mayor
 City of Sioux Falls, South Dakota

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

4. Utility Access

4.2 Waste Water

4.2.2 Identify any plans to improve services to the site.

Services to the current sites are complete and debt free.

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

4. Utility Access

4.3 Electricity

4.3.1 Identify the current electrical provider.

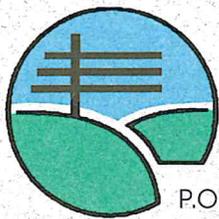
Sioux Valley Energy
P.O. Box 857
108 N. Heritage Road
Brandon, SD 57005

Phone: 605-582-2185
FAX: 605-582-3165

Toll Free: 1-800-234-1960 (Colman Headquarters)

4.3.2 Identify any plans to upgrade the electrical capacity at the site.

Attached is a letter from Sioux Valley Energy.



SIoux VALLEY ENERGY

P.O. Box 216 • Colman, SD 57017-0216
Web Site: www.siouxvalleyenergy.com

Telephone: 605-534-3535 • Toll-Free: 1-800-234-1960
Office Fax: 605-256-1693 • Dispatch Fax: 605-256-1690

September 26, 2013

City of Brandon
Attn: Dennis Olson
304 Main Avenue, PO Box 95
Brandon, SD 57005

Re: Corson Industrial Park

Dear Dennis:

Sioux Valley Energy is the electric supplier of the Corson Industrial Park. The Corson substation is located in the industrial park. The existing substation has a total capacity of 16.67 MVA. The available capacity on the existing substation is 12.40 MVA. This substation is also designed to be able to more than double this capacity, by adding a second transformer, if the need arises. There is a redundant 115 kV transmission system that supplies this substation. There is more than enough capacity in the transmission system to provide for the doubling of this substation.

At this time there are no plans for an expansion of the capacity of the either the substation or the transmission line. If additions to the substation or the transmission lines are required the cooperatives would provide this addition for the course of normal load growth. If a prospective customer required more than 2 MVA of capacity they may be asked to share in some of the substation expansion costs.

Thank you,

Ted Smith
Director of Engineering & Operations

A Touchstone Energy® Cooperative

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

4. Utility Access

4.4 Natural Gas

4.4.1 Identify the provider of natural gas at the site or nearest to the site

MidAmerican Energy
1200 South Blauvelt Avenue
Sioux Falls, SD 57105

Phone: 888-427-5632

4.4.2 Identify any plans to upgrade the natural gas service to the site.

Attached is a letter from MidAmerican Energy.

Usually the extension of gas service is provided by MidAmerican Energy at no cost. Occasionally the extension will not generate enough sales revenue to provide a return to the provider and a fee is assessed that is reimbursable when future customers are added to the line. The Brandon Development Foundation will pay this fees.



MidAmerican Energy Company
1200 South Blauvelt Avenue
Sioux Falls, South Dakota 57105

October 21, 2013

Mr. Dennis Olson
City of Brandon
304 Main Avenue
Brandon, South Dakota 57005

Dear Mr. Olson:

MidAmerican Energy Company has received your inquiry regarding the availability of natural gas to the Corson Development Park.

Natural gas is presently available at the site.

MidAmerican Energy has 6-inch 60psig natural gas distribution main adjacent to the north property line of the Corson Development Park along 260th St /Hemlock Blvd. In addition, MidAmerican has 4-inch 60 psig gas main running along North 1st Ave and East Willow St within the Corson Development Park.

Any additional facilities required to serve this site will be installed in the future as requested and in accordance with the MidAmerican's South Dakota Gas Tariff on file with and as made effective by the South Dakota Public Utilities Commission and current policies applicable at the date of request.

Distribution system capacity and pressure information:

Nominal system pressure:	60 psig
Minimum design pressure:	30 psig
Excess Capacity in the Area:	130,000 cubic feet per hour (130 Mcfh)

The availability of natural gas detailed above is based on system design and current and historical customer usage on MidAmerican Energy's natural gas distribution system from the outlet of the Brandon District Regulator Station #005 and the upstream Sioux Falls Town Border Station #1A. At present, the minimum system design pressure for the system at the site of interest is 30 psig. Changes to current and future customer equipment and usage can impact the future available capacity, thus the above excess capacity is not guaranteed to be available at the site when developed. MidAmerican Energy does not have any firm proposed system upgrades affecting this site at this time, but MidAmerican may choose to complete additional system upgrades in the future. System configuration and capacity are described and estimated based on the information available at the time of this correspondence and are subject to change without notice.

The upstream transmission pipeline and the town border station are owned and operated by Northern Natural Gas Company, and any capacities or constraints on that pipeline system are not included in this response.

Please call me at (605) 373-6080 or email me at mahoogwerf@midamerican.com with any questions you may have.

Sincerely,

Mark Hoogwerf
Gas Distribution Engineering Supervisor

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

4. Utility Access

4.5 Telecommunications

4.5.1 Identify the provider at the site.

Alliance Communications
P.O. Box 349
612 3rd Street
Garretson, SD 57030

Phone: 605-594-3411
FAX: 605-594-6776

4.5.2 Identify any plans to upgrade the connectivity at the site.

Attached is a letter from Alliance Communications.



September 17, 2013

Governor's Office of Economic Development
Attn: Certified Ready Sites Program
711 E. Wells Ave.
Pierre SD 57501

To Whom It May Concern:

Alliance Communications has a fiber optic network servicing the Corson Development Park and the Brandon Industrial Park in Brandon, SD. Alliance Communications has a Point of Presence (PoP) to each lot. As an ethernet provider, we are able to meet all prospect company's Internet, Phone and Cable TV needs. Our standard internet connections have bandwidth selections that range up to 100 Mbps download by 25 Mbps upload. The Alliance Communications fiber optic network is a fully redundant ring between the towns that we serve.

For more detailed questions about services, please contact me at 605-594-3411. Thank you.

A handwritten signature in black ink that reads "Paul Van De Berg".

Paul VanDeBerg
Business Relations

Speak and you'll be heard.

**South Dakota Certified Ready Sites
Application Form
Corson Development Park**

4. Utility Access

4.6 Solid Waste

4.6.1 Identify providers of disposal services at the site.

The City of Brandon has a contract with the Sioux Falls Regional Sanitary Landfill for waste disposal. This allows our residents and businesses to use the facility.

Sioux Falls Sanitary Landfill
267th Street & 464 Avenue
Hartford, SD 57033

Phone 605-367-8162
Fax 605-367-8167

A letter from the City of Brandon is attached:

The “Agreement” is attached.

A list of haulers is attached.

4.6.2 Identify the removal capacity and the type of waste accepted.

The Sioux Falls Sanitary Landfill web site is:
<http://www.siouxfalls.org/public-works/landfill.aspx>



CITY OF BRANDON

304 Main Avenue, P.O. Box 95, Brandon, SD 57005
Telephone: (605) 582-6515 FAX: (605) 582-6831
E-mail: dolson@cityofbrandon.org

April 21, 2014

Brandon Development Foundation
Box 468
Brandon, SD 57005

Dear Sirs;

Below is the information requested for the GOED Ready Site Application.

The City of Brandon has a contract with the Sioux Falls Regional Sanitary Landfill for waste disposal. This allows our residents and businesses to use their facility. Their web site at: <http://www.siouxfalls.org/public-works/landfill.aspx> provides extensive information as to what and how they will accept solid waste. A copy of the annual "Agreement" is attached.

The City of Brandon licenses the haulers that operate within the limits of the City of Brandon. The requirements for the license are contained in Brandon Municipal Code 6-5. Details of Chapter 6-5 can be viewed on the City of Brandon web site at www.brandonsd.com. Major items required include:

- A. Proof of certification by the Sioux Falls Health Department that the applicant will be allowed to deposit solid waste collected from the City of Brandon, S.D. in the Sioux Falls Sanitary Landfill;
- B. Certificate of insurance coverage, as described in the Performance Standards (Section 6-5-8, E);
- C. Proposed rate structure, as described in the Performance Standards (Section 6-5-8, G);
- D. Payment of an application fee in accordance with the fee schedule determined annually by the City Council by adoption of a resolution;
- E. A written description of the recycling program offered by the hauler to its customers.

Approved haulers for 2014 are: A-1 Services/Lacey's Services, A-OK Sanitary Service, Bolte's

Sunrise Sanitary Service, D & C Solid Waste Services, Marv's Sanitary Service, Novak Sanitary Service, RBS Sanitation, Inc., Sioux Falls Sanitation, Waste Management. Inc.

A list of these providers, their contact information and services is attached.

Sincerely,

A handwritten signature in blue ink that reads "Dennis E. Olson". The signature is written in a cursive style and is positioned above a horizontal line.

Dennis E. Olson
Finance Office/Assistant Administrator
City of Brandon



COPY

Agreement

RECEIVED

JAN 02 2013

SIOUX FALLS LANDFILL

This agreement made between the City of Sioux Falls, Minnehaha County, South Dakota, hereinafter referred to as Sioux Falls, and the City of Brandon, South Dakota, hereinafter referred to as "City of Brandon."

Whereas Sioux Falls owns and operates a solid waste disposal facility and City of Brandon desires to use the same for disposal of its solid waste, the parties have agreed as follows:

Sioux Falls agrees to:

1. Operate a solid waste disposal facility as an enterprise fund with tipping fees charged to meet solid waste operational, maintenance, and administrative requirements.
 - a. Tipping fees to be set by the Sioux Falls City Council.
 - b. Tipping fees to be the same as those charged to Sioux Falls licensed haulers.
2. Provide and maintain adequate disposal capacity.
3. Provide environmentally sound waste disposal.
4. Coordinate regional solid waste and recycling programs with the Solid Waste Planning Board.
 - a. Assist in developing recycling, waste reduction, hazardous materials programs, publicity and education.
 - b. Assist in developing and writing solid waste plan updates to conform with South Dakota and EPA requirements.
5. Operate a solid waste disposal facility that meets all applicable federal Subtitle D and South Dakota legislative requirements in:
 - a. Design criteria.
 - b. Operations.
 - c. Monitoring (air, soil, and groundwater).
 - d. Financial assurance.

City of Brandon agrees to:

1. Pay landfill user fees incurred by the City of Brandon charged by the City of Sioux Falls within 30 days of receipt of invoice.
2. Maintain registration of solid waste haulers and recycling facilities within their jurisdiction.
 - a. To ensure the sources of waste and the wastes delivered.
 - b. To assist in mandated reporting requirements.
 - c. To implement volume based collection rates to promote solid waste reduction and recycling.
3. Provide recycling opportunities for their residents.
4. Comply with environmental and statutory standards and mandates by initiating rules or programs to provide for:
 - a. Waste reduction.
 - b. Safe handling and disposal of hazardous or unacceptable wastes.
 - c. Banned wastes.
5. Update the local solid waste plan to comply with SDCL 34A-6 and assist and participate in preparing all required regional solid waste plans mandated by SDCL 34A-6 and any other regulatory directive.
6. Coordinate regional solid waste activities through the Solid Waste Planning Board.
7. Be subject to the provisions of Chapter 21 1/2 of the Code of Ordinances of the City of Sioux Falls.

It is agreed by the parties that if during the term of this agreement a court of competent jurisdiction decides that because this and similar agreements exist, Sioux Falls may not exclude or charge more to noncontracting users or is ordered to enter into contracts with present noncontracting users, Sioux Falls may cancel this agreement by giving 30 days' written notice.

It is agreed that the City of Brandon acquires no property rights, either real or personal in the solid waste facility as a result of this agreement.

This instrument contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent or either party that are not contained in this written agreement, shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed here on.

It is agreed by the parties that there will be a no assignment or transfer of this agreement. This agreement will terminate on the 31st day of December, 2014.

Dated this 28 day of December, 2012.

APPROVED BY CITY OF SIOUX FALLS

CITY OF BRANDON

Tracy D. Tuttle
for MAYOR

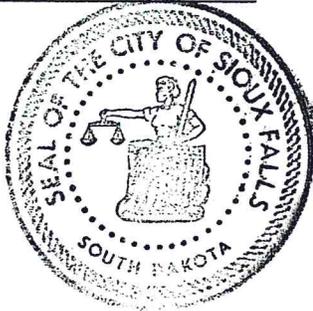
Larry D. Bredley
MAYOR

ATTEST:

ATTEST:

Samara Jorgensen
City Clerk

[Signature]
Clerk



PM/O CITY USE ONLY
Agreement No. 13-3037 Dept. No. and MOU Mark
P.O. No. NA Attorney [Signature]
CIP No. [Signature] Finance [Signature]
Project [Signature] City Engineer [Signature]

GARBAGE HAULERS

Garbage Haulers are licensed by the City of Brandon. All haulers are private contractors, the City of Brandon does not provide any garbage service. The following are approved haulers for 2014.

A-1 Service / Lacey's Roll-off's Service
2701 N. Six Mile Road
Sioux Falls, SD 57110
605-339-2747
<http://www.laceysservices.com/>

Roll offs and dumpsters, no hazardous waste.

A-OK Sanitary Service
P.O. Box 84912 - 1508 E. Dike Street
Sioux Falls, SD 57118-4912
605-331-1103
<http://www.aoksanitary.com/>

Residential, commercial, no medical waste, will haul hazardous waste to the recycling center.

Bolte's Sunrise Sanitary Service
P.O. Box 7 - 47026 Boondock Court
Worthing, SD 57077
605-361-7936
<http://www.boltessunrise.com/>

Residential, commercial, dumpsters and roll offs. No hazardous waste.

D&C Solid Waste Services
P. O. Box 84722 - 4616 N. National Ave.
Sioux Falls, SD 57118
605-339-3853

Residential, commercial, dumpster and roll offs. No hazardous waste.

Marv's Sanitary Service
P.O. Box 733
816 E. Redwood Boulevard
Brandon, SD 57005
605-582-6766

Residential, commercial, dumpster, no hazardous waste but will pick up items that are accepted at the recycle center.

Novak Sanitary Service
5000 W. 8th
Sioux Falls, SD 57107
605-338-7126
<http://www.novaksanitary.com/contact/>

Residential, commercial, dumpsters
and roll offs. No hazardous waste.

RBS Sanitation, Inc.
P.O. Box 284 - 46386 261st Street
Hartford, SD 57033
605-528-6570
<http://www.rbssanitation.com/>

Residential, commercial, dumpsters
and roll offs. No hazardous waste

Sioux Falls Sanitation
P.O. Box 88514 - 901 E. Amidon Street, Suite #3
Sioux Falls, SD 57104-8901
605-338-8055
<http://www.siouxfallssanitation.com/>

Residential, commercial, dumpsters
and roll offs. No hazardous waste

Waste Management
2221 E. Rice Street
Sioux Falls, SD 57103-0548
605-339-4970
<http://www.wm.com/index.jsp>

Residential, commercial, dumpsters.
Will take hazardous waste to the
recycle center.

South Dakota

**CERTIFIED
READY
SITES**



Application Form

SOUTH DAKOTA

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT



Application Form

Organization Requesting Certification

Name: _____

Contact Person: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____

Email Address: _____

Certification applying for (please check all that apply)

- Heavy Industrial
- Light Industrial
- Business Services/Research and Development
- Rural Business Park

Do you wish to have this site reviewed under the Tier 1 Criteria? Yes No

Site Information

Name of Park (if applicable): _____

Address: _____

(If a street address is not yet known, please provide a general location of the site)

City/State/Zip: _____

Number of Acres Available: _____

Number of Developable Acres: _____

The application must be signed below by a duly authorized representative of the organization requesting certification.

I declare and affirm under the penalties of perjury that this application has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Name _____ Date _____



Application Form

Please provide the following information. Each section should be addressed on a single page with any attachments immediately following. Each section should be labeled to correspond with the outline on the following pages. Materials should be submitted in a three-ring binder. *The minimum standard that must be met to qualify as a Tier 1 site is included in the right-hand column.*

1. Ownership Information			Tier 1	Tier 2
1.1	Provide proof of ownership (examples to include deeds or long-term leases). Also include the contact person, address, and phone number of the legal property owner of record.		HEAVY INDUSTRIAL minimum of 5 contiguous acres ALL OTHER CLASSIFICATIONS minimum of 2 contiguous acres	NO MINIMUM REQUIREMENTS
1.2	Provide a copy of the option, if applicable.	The option should include terms, dates, conditions and signatures. The term of the agreement may not be less than three years.		
1.3	Provide a letter from the property owner stating the sale price of the land.			
1.4	Provide documentation of all easements, rights-of-way or covenants that apply to the property.	This documentation may be written or graphical in the form of a map to show any encumbrances associated with the property.		

2. Property Information

2.1	Include the following information about the property		
2.1.1	Provide dated map(s) that contains the following: <ul style="list-style-type: none"> Plat information Aerial photo Topographic information Land use adjoining site 	<ul style="list-style-type: none"> The plat, showing the surveyed property boundaries, should be prepared by a registered surveyor, approved by the appropriate governmental entities and filed with the local register of deeds. The aerial resolution should be at least 100 ft. per inch to 	



Application Form

		<p>demonstrate any existing surface features including homes, outbuildings, tree and brush lines. The boundaries of the property should be highlighted. It should provide directional orientation. Aerial maps may be available from the Department of Transportation. Please contact the GOED for assistance.</p> <ul style="list-style-type: none"> • Topographic contours should be in 1 ft increments. • Note the land uses within 1000 feet of the exterior boundaries of the property. 		
2.1.2	Provide a site plan.	<p>Include available lots, with dimensions; streets (completed as well as planned); all existing and planned routes of ingress and egress; proximity to major roads; any easements that would inhibit construction and current and planned water and sewer infrastructure.</p>		
2.2	Zoning Designation			
2.2.1	Identify the level of government responsible for zoning.	<p>Please indicate if the property is under the zoning jurisdiction of the city or county.</p>		
2.2.2	Identify and provide proof of the current zoning in place.	<p>Zoning classification should meet the land use the property is applying for certification in.</p>		
2.2.3	If the property is not currently zoned for intended land use, outline plan to bring into compliance.	<p>The plan should include the process that will occur to rezone the property as well as the anticipated timeframe to complete the reclassification.</p>		



Application Form

2.3 Environmental Information			
2.3.1	Provide a copy of an environmental assessment.	Attach a copy of the environmental assessment that is in conformance with the American Society of Testing and Materials standard E1527-05 that has been prepared in the prior 12 months of application submission.	
2.3.2	Provide information identifying any endangered species within the property boundaries.	This information may be obtained from the US Fish & Wildlife Service, South Dakota Ecological Services Field Office, 420 S. Garfield Ave. Suite 400, Pierre, SD 57501. Phone 605-224-8693	
2.3.3	Provide a map of any designated wetlands within the property boundaries.	To make a wetlands map, access the US Fish and Wildlife National Wetlands Inventory Mapper: http://www.fws.gov/wetlands/data/mapper.html Map should be of a size to clearly designate any wetlands.	
2.3.4	Provide a map to identify the 100-year flood plain to one-half mile outside the property boundaries.	Flood maps are available through the Federal Emergency Management Agency. Information on flood plain maps can be found at their map service center at http://msc.fema.gov/ . You may find the necessary information by creating a Firmette. Maps should be of a size to clearly designate any flood plain.	

3. Property Access

3.1 Air Access <i>(This section is optional for rural park applications.)</i>			
3.1.1	Identify the nearest airport available for public use.	Identification should include the name of the airport, the distance in miles and the time to travel to.	
3.1.2	Identify the nearest airport with scheduled passenger air service.		



Application Form

3.2 Rail Access <i>(All of section 3.2 is optional for business services/research & development site applications.)</i>				
3.2.1	Identify the nearest rail providers.	Documentation should include the rail provider at the nearest site and the rail provider's classification. Identify distance from park to rail service.		
3.2.2	Identify the owners of all spur, siding or switch locations.			
3.2.3	Identify any applicable regional rail authority.			
3.2.4	Identify all applicable rail load limits.			
3.2.5	Identify the nearest location of a rail loading facility.			
3.2.6	Identify capacity for rail cars on siding or spurs.			
3.2.7	Identify classification of track available and the classification of the rail carrier available.			
3.2.8	Identify any planned upgrades in service.	Identify the improvements to be made and include the timeframe, anticipated costs and the anticipated funding source.		
3.3 Road access <i>(Section 3.3.2 and 3.3.3 are optional for business services/research and development applications.)</i>			Tier 1	Tier 2
3.3.1	Identify state and federal highway access.	Identify by road number the nearest state or federal two-lane highway, four-lane highway and interstate highway. Also include the distance to identified highways.	HEAVY INDUSTRIAL must be within 10 miles of a 4-lane highway	NO MINIMUM REQUIREMENTS
3.3.2	Identify the nearest paved roadway ingress and egress location and the distance to the site.		ALL OTHER CLASSIFICATIONS must be within 25 miles of a 4-lane highway	
3.3.3	Identify the capacity of the roadway servicing the site.	Include in the description the turning radius afforded, the surface type and width and the weight restrictions.		



Application Form

3.3.4	Identify any plans to improve the roadway to the site.	Include the improvements that will be made and include the timeframe, anticipated costs and the anticipated funding source.		
3.3.5	Provide documentation of proposed roadway access from the appropriate highway or street authority			
3.4	Freight Services <i>(Section 3.4.1 is optional for business services/research and development applications.)</i>			
3.4.1	Identify local businesses that provide freight services.	Provide names and contact information for any businesses.		
3.4.2	Identify carrier services in the community.	Identify carrier services such as Fedex or UPS who provide service in the area.		
4. Utility Access				
4.1	Water		Tier 1	Tier 2
4.1.1	Identify the current provider of water.	Include a letter from the provider identifying the distance to the closest line, the size of the line in inches, the pressure of the line in PSI, the existing capacity in gallons per day (GPD) and the excess capacity of the line in GPD.	HEAVY INDUSTRIAL greater than 8 inches service line; LIGHT INDUSTRIAL 8 inch service line;	NO MINIMUM REQUIREMENT
4.1.2	Identify any plans to improve services to the site.	Include the improvements to be made, the anticipated timeframe for completing the improvements, the anticipated costs and the funding source.	RURAL 4 inch service line	



Application Form

4.2 Waste Water		Tier 1	Tier 2	
4.2.1	Identify the current provider of waste water services.	Include a letter from the provider identifying the distance to the closest line, the size of the line in inches, the existing capacity in GPD and the excess capacity in GPD.	HEAVY INDUSTRIAL greater than 8 inch service line;	NO MINIMUM REQUIREMENTS
4.2.2	Identify any plans to improve services to the site.	Include the improvements to be made, the anticipated timeframe for completing the improvements, the anticipated costs and the funding source.	LIGHT INDUSTRIAL 4 inch service line RURAL 4 inch service line	
4.3 Electricity <i>(redundancy requirement is optional for heavy industrial, light industrial and rural business parks applications.)</i>		Tier 1	Tier 2	
4.3.1	Identify the current electrical provider.	Include a letter from the provider detailing the distance to the closest line, the existing line size in kilovolts, any excess capacity in kV, as well as any redundancy in delivering electricity to the site.	ALL CLASSIFICATIONS capacity exceeds 12 kV	NO MINIMUM REQUIREMENTS
4.3.2	Identify any plans to upgrade the electrical capacity at the site.	Include the improvements to be made, the anticipated timeframe for completing the improvements, the anticipated costs and the funding source.		
4.4 Natural Gas		Tier 1	Tier 2	
4.4.1	Identify the provider of natural gas at the site or nearest to the site.	Include a letter from the provider that includes the distance to the closest line, the existing line size in inches, the existing pressure in PSI, the existing capacity in cubic feet, and the excess capacity in cubic feet.	HEAVY INDUSTRIAL 3 inch service line with high pressure; LIGHT INDUSTRIAL RURAL 3 inch service line	NO MINIMUM REQUIREMENTS
4.4.2	Identify any plans to upgrade the natural gas service to the site.	Include the improvements to be made, the anticipated timeframe for completing the improvements, the anticipated costs and the funding source.		



Application Form

4.5 Telecommunications <i>(redundancy requirement is optional for heavy industrial, light industrial and rural business park applications.)</i>		Tier 1	Tier 2
4.5.1	Identify the provider at the site.	Include a letter from the provider that includes the distance to the nearest POP, the type of line servicing the site and how service is redundant.	BUSINESS SERVICE/R&D connection speed of 100 Mbps
4.5.2	Identify any plans to upgrade the connectivity at the site.	Include the improvements to be made, the anticipated timeframe for completing the improvements, the anticipated costs and the funding source.	LIGHT INDUSTRIAL RURAL connection speed of 30 Mbps
4.6 Solid Waste			
4.6.1	Identify provider(s) of disposal services at the site.	Provide a letter for the existing solid waste disposal providers which includes their capacity to remove waste as well as details on the waste accepted at the local landfill.	
4.6.2	Identify the removal capacity and the types of waste accepted.		



Submit Application to:

Governor's Office of Economic Development
Attn: Certified Ready Sites Program
711 E Wells Avenue
Pierre, SD 57501