

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

## TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT granted this \_\_\_\_ day of \_\_\_\_\_, 2026, by Sioux Falls Regional Airport Authority, 2801 N. Jaycee Lane, Sioux Falls, SD 57104 (the "Owner"), to the City of Sioux Falls, South Dakota (the "City").

WHEREAS, the City will construct and maintain Sanitary Sewer Improvements 2026 K Ave., Blackhawk St., M Ave., Cherokee St. project, which is adjacent to the Owner's land, and the Owner will cooperate with the City in the construction of Sanitary Sewer Improvements 2026 project to its mutual benefit.

NOW, THEREFORE, in consideration of the construction and maintenance of Sanitary Sewer Improvements 2026 K Ave., Blackhawk St., M Ave., Cherokee St. project by the City, the Owner hereby grants to the City a temporary construction easement for purposes of grading, backslope, landscaping, excavation work for cut and fill needs, sidewalk construction, and other related construction in accordance with the plans and specifications on file in the office of the City Engineer of the City upon the following legally described real estate in Minnehaha County, South Dakota:

Tract 1 of Airport 5<sup>th</sup> Addition to the City of Sioux Falls, Minnehaha County, South Dakota, as shown in Exhibit A, attached to and made part of this easement.

The City may use the temporary construction easement area for the proper construction of the Sanitary Sewer Improvements 2026 K Ave., Blackhawk St., M Ave., Cherokee St. project, and the City, its agents, representatives, assigns, or any contractor employed by the City may enter the temporary construction easement area and make any changes to it that are necessary for the proper construction of the Sanitary Sewer Improvements 2026 K Ave., Blackhawk St., M Ave., Cherokee St. project, in accordance with the plans and specifications provided to the owner prior to the signing of this easement. All the areas used shall be sloped and graded and restored as is practicable and left in a neat and workmanlike manner.

THE OWNER, heirs, successors, or assigns shall not interfere with or disturb the construction work within the easement area without written approval of the City or its authorized representatives, except as required in maintaining compliance with Federal or State regulations.

THE FOLLOWING CONDITIONS are a part of this easement:

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the City of Sioux Falls, for itself, its assignees, and successors in interest (hereinafter referred to as the "City"), agrees as follows:

1. **Compliance with Regulations:** The City (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as

they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The City, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the City of the city's obligations under this agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The City will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the City will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a City's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the City under the contract until the City complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The City will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The City will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the City becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the City may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the City may request the United States to enter into the litigation to protect the interests of the United States.

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

7. The City will hold the Owner harmless from any claims for damage arising out of the City's use of the temporary easement area.
8. City contractors will seed with mulch and fertilize disturbed grass areas at the end of the project. Owners will incur no costs.
9. The City will reimburse Owner's sprinkler contractor direct for repairs made to Owner's sprinkler system, if present, and if damaged, in disturbed areas as a result of project.

The City may enter upon the above-described property to commence construction upon approval of this easement. **The Temporary Construction Easement expires 10/2/2028.**

IN WITNESS WHEREOF, the Owner has executed this easement this \_\_\_\_ day of \_\_\_\_\_, 2026.

Sioux Falls Regional Airport Authority

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

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

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )SS  
 COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_ day of \_\_\_\_\_, 2026 before me \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_, of Sioux Falls Regional Airport Authority, a corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

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

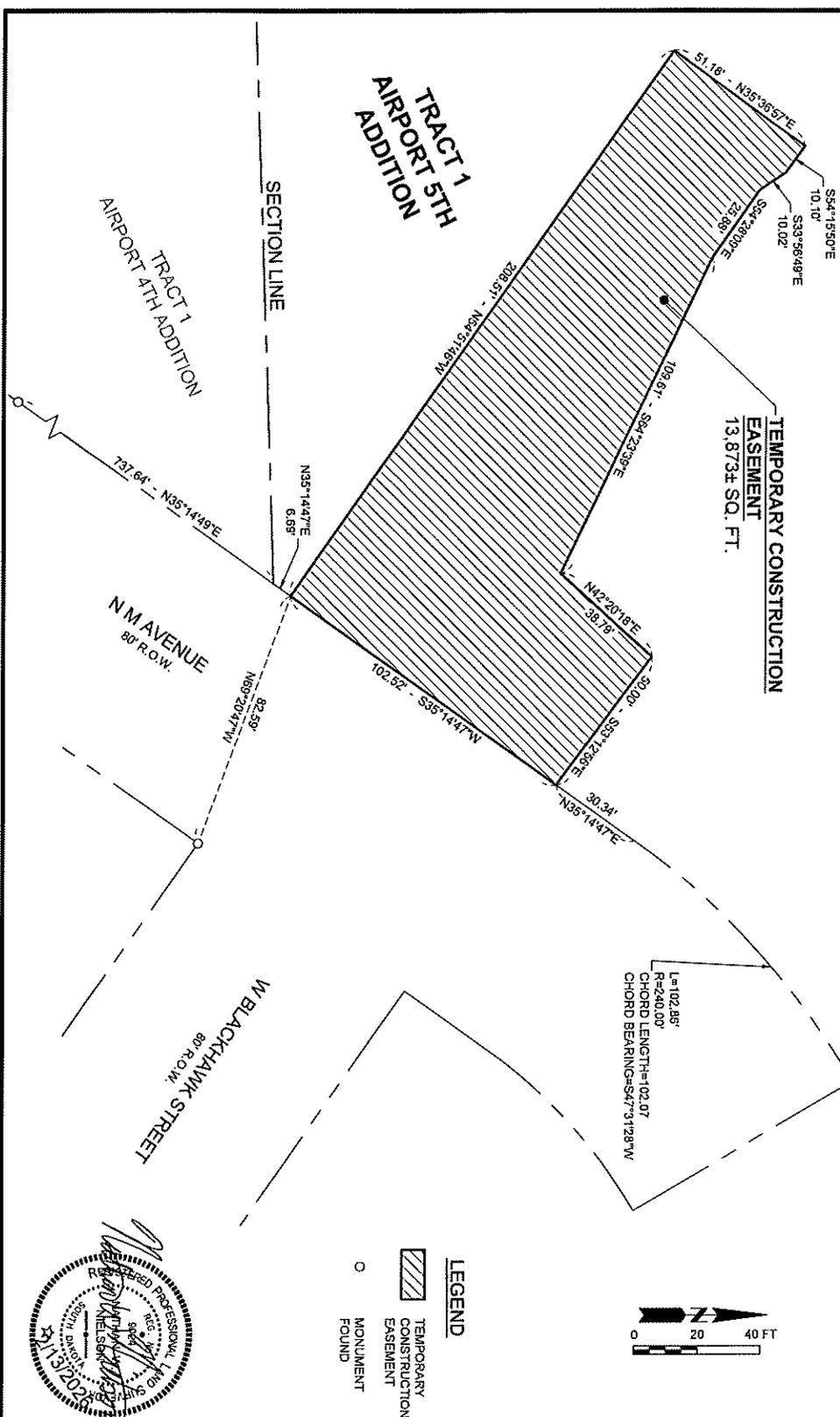
[Notary Seal]

\_\_\_\_\_  
 Notary Public

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

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

**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 IN TRACT 1 OF AIRPORT 5TH ADDITION TO THE CITY OF SIOUX FALLS,  
 MINNEHAHA COUNTY, SOUTH DAKOTA

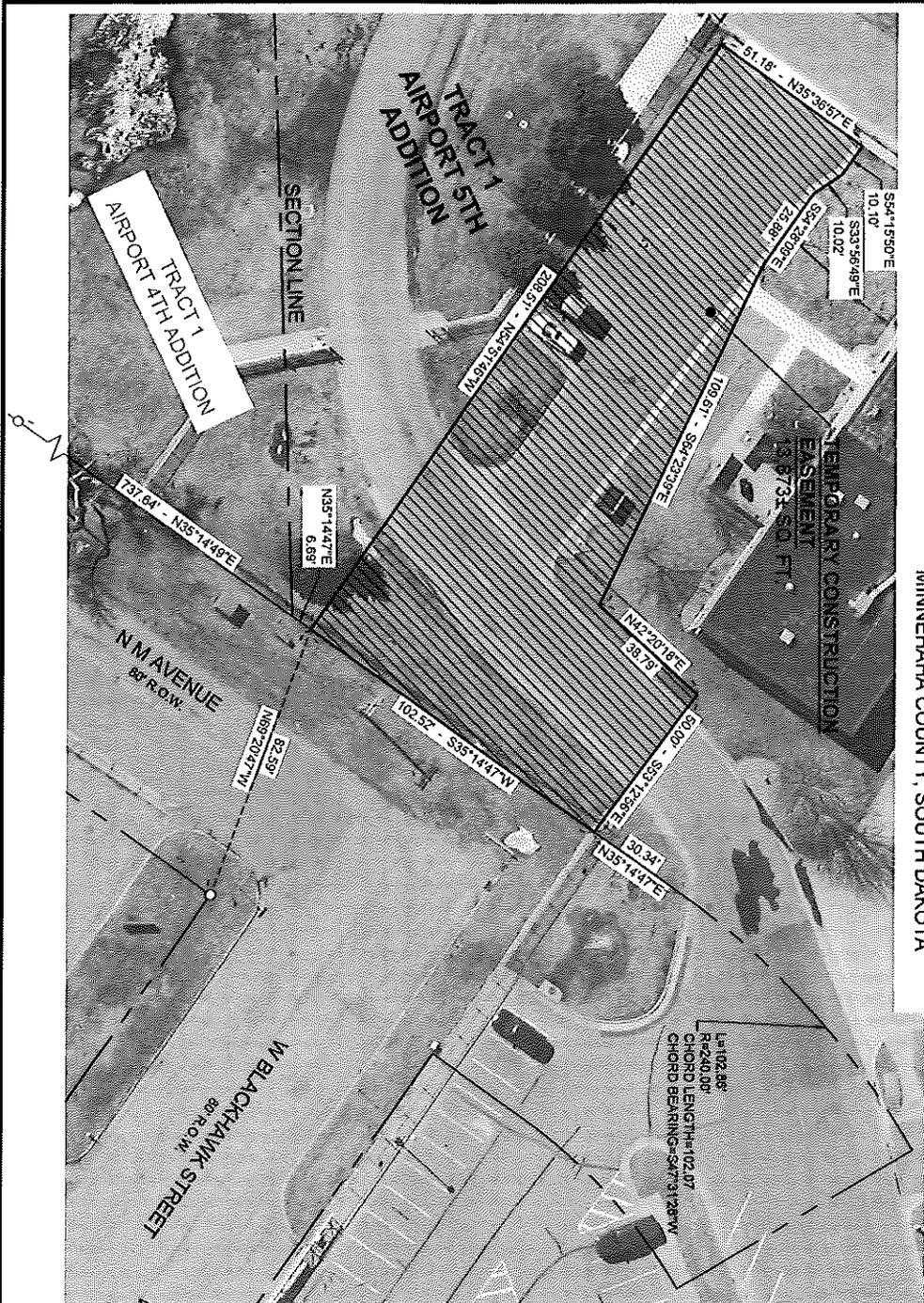


DATE: FEBRUARY 2022  
 QUANTITY: N/A  
 DESIGNER: ANW  
 CHECKER: ANW  
 SHEET NO.: 1 OF 1

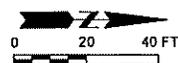
**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 SIOUX FALLS REGIONAL AIRPORT  
 SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA



**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 IN TRACT 1 OF AIRPORT 5TH ADDITION TO THE CITY OF SIOUX FALLS,  
 MINNEHAHA COUNTY, SOUTH DAKOTA



- LEGEND**
-  TEMPORARY CONSTRUCTION EASEMENT
  -  MONUMENT FOUND



JOB No.	202740
DATE	FEBRUARY 2021
SUBMITTER	MMN
DESIGNER	MMN
TITLE	MMN
DATE	1/13/2022
SHEET NO.	1 OF 1

PROJECT / SHEET TITLE:  
**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 SIOUX FALLS REGIONAL AIRPORT  
 SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA





**Physical Address:**

2801 N JAYCEE LN

**Parcel ID:**

53475

**Legal:**

VAC PORTION PERIMETER PL LYING  
ADJ & TRACT 1 (EX LOT A) AIRPORT  
5TH ADDITION TO THE CITY OF  
SIOUX FALLS

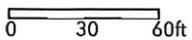
**Acres/Sq. Ft:**

1,194.97/52,052,749.00

**Owner Address:**

SIOUX FALLS REGIONAL AIRPORT  
2801 N JAYCEE LN  
SIOUX FALLS, SD 57104

[Zoom to](#)



-96.744 43.574 Degrees