



August 16, 2024

This letter is approval of the Highlands Ranch Subdivision.

As for the plans provided to the department, I see no problems with the approval.

One thing we do ask is that the numbers on the houses are visible from the street.

We will provide fire response to the property.

Further questions or concerns, feel free to contact me.

Kurt Klunder, Fire Chief
Black Hawk Fire Department

~~605-391-1597~~

~~kurt.klun@rushmore.com~~

Black Hawk Volunteer Fire Department
6010 Peaceful Pines Road
Black Hawk, South Dakota

~~605-787-6415~~



BLACK HAWK WATER USER DISTRICT
5513 OAK STREET
PO BOX 476
BLACK HAWK, SD 57718

Serving Black Hawk since 1949

Phone ~~605-787-5775~~
Email: ~~office@bhwud.com~~

November 6th, 2024

City of Summerset
7055 Leisure Ln
Summerset, SD 57718

This letter shall act as a notification that Black Hawk Water User District intends to serve water to The Highlands at Norman Ranch in Summerset SD Meade County.

Sincerely,

Ken LeBon
Manager.
Black Hawk Water User District.

UTILITY INSTALLATION WITHIN THE PUBLIC RIGHT-OF-WAYS

It shall be unlawful for any association, corporation, firm, partnership, or person to tunnel under or to make any excavation in any Meade County Highway Right-of-Way without first agreeing to the following: consideration of granting the right to make any excavation in a Meade County Highway Right-of-Way Norman Ranch Subdivision LLC and the Meade County Board of Commissioners agree that the contemplated work shall be conducted according to the following conditions:

1. A surety bond in the sum of five thousand dollars (\$5,000.00) for faithful performance of all duties required by the County of Meade and for repayment to the County for all damages done growing out of the carelessness or negligence of such license. When any **CONTRACT** is let which will involve County Highway right-of-way, a performance **BOND** will be furnished by the Contractor in the amount of 20% of the total contract bid. **BOND** may be waived or reduced at the discretion of the Meade County Commission. Through Three Flags Section Line ROW - Sections 31, 32 of T3N, R7E and Sections 5,6 of T2N, R7E
2. The proposed utility will be located in Township _____ Range _____ Section _____ Lot _____ crossing County Road _____ as shown on the plans, drawing or sketch accompanying this request.
3. The public right-of-way will be left at the completion of the work in a neat and sightly condition to the satisfaction of the County Highway Superintendent. Excavation and trenching work is to be completed as soon as possible, and to cause a minimum of inconvenience to the general public.
4. The County Highway Superintendent, or his representative, shall be permitted to make investigations of the work in progress and require such changes in procedure as may be deemed necessary to best serve the interests of the County and the public. Work is to commence on September _____, 20_24_, and be completed September _____, 20_25_, unless the County Highway Superintendent is notified in writing for a request for more time.
5. The method of installing the utility under any public or County Highway shall be by pushing and/or boring only. *If the utility crossing is a water line it is required to be in a sleeve approved by the Highway Superintendent.* If impossible to make the installation by this method, then before any other methods are to be employed, it shall then become compulsory for above-mentioned company to procure written permission from the County Highway Superintendent before proceeding. *Said application must identify the type and or purpose of utility that the permit is addressing.*
6. Saw cutting of the pavement structure ahead of excavation operations shall be required to confine pavement damage to the limits of the trench or excavation.
7. The backfilling of ditches or other excavation shall be performed in such a manner as not to permit any settling, erosion, or other damages to the public road or right-of-way. Further that in the event of any settling occurring in or under the surface or pavement within two (2) years, it shall be presumed that the project was not done properly. The County Highway Superintendent will send a notice by registered mail to the person, firm, or corporation having obtained the permit for said work. The permittee will have ten (10) days upon receipt of the notification to correct the deficiencies, or the County shall cause to have the work done. If the County must cause to have the work done, the permittee will be assessed a fee equal to the cost incurred. This assessment shall be paid prior to issuance of any additional permits, and in no case later than thirty (30) calendar days after project completion.
8. Utility line will be moved or rearranged, if required in the future, at no expense to the County.
9. Meade County signposts are placed a minimum of 36" deep. Utility company shall be responsible for any and all installations less than 36" in depth.
10. A minimum of 10 feet shall be maintained from the edge of the road surface, except at crossings. At least a 10-foot lateral clearance shall be maintained from the drainage structures and culverts.
11. The company installing the utility shall be responsible for any and all safety/work zone signs, which shall meet the requirements of the Manual on Uniform Traffic Control Devices.
12. Plans, drawings or sketches shall be provided showing exact location, alignment and depth of utility placed in the public right-of-way.

Submitted this _____ day of _____, 20____.

Contractor
By: Midwest Contracting Solutions, LLC
Address: 1624 Concourse Ct. Rapid City, SD 57703
~~605-130-1789~~
Telephone No. _____



7-1-2024

Approved this _____ day of _____, 20____.



Meade County Highway Superintendent

Application for an Approach Permit – Meade County

Permit Application (to be completed by applicant).	Instructions: Please submit a separate application and supporting documentation for each Approach requested. Attach additional sheets, as necessary. After Construction of an Approved Approach location and inspection, a Permit will be Issued. Please print or type.	
	Property Owner: Norman Ranch Subdivision LLC Name(s): Forrest Thompson Mailing Address: 1624 Concourse Ct. City, State, Zip Rapid City, SD 57703 Daytime Phone: 605-430-1789	Applicant (if different from Owner): Name(s): Mailing Address: City, State, Zip Daytime Phone:
	Property to be Served by Approach: Section: <u>32</u> Township: <u>3N</u> Range: <u>7E</u> Or Subdivision: _____ Block/Lot: _____ Street Address: Norman Ranch City: Summerset	County Road / Highway to be Accessed by Approach: County Road / Highway Name: <u>Norman Ave.</u> Access would be <u>0'</u> feet (north, south, east or west) from <u>Three Flags Lane</u> (nearest cross street).
	Land Use of Property to be Served (check one): <input type="checkbox"/> Agricultural: acres served _____ <input type="checkbox"/> Business: type _____ total square footage of buildings: _____ number of employees _____ <input checked="" type="checkbox"/> Residential: number of single-family dwellings <u>158</u> , or number of multi-family dwellings _____ <input type="checkbox"/> Other: describe _____	Type of Permit Requested (check one) <input checked="" type="checkbox"/> New approach <input type="checkbox"/> Change in use <input type="checkbox"/> Temporary access <input type="checkbox"/> Improve existing access <input type="checkbox"/> Relocate existing access <input type="checkbox"/> Remove existing access
	Property Owner or Applicant (if different from the owner):	
	Contractors Name: _____ Midwest Contracting Solutions, LLC	Contractors Address & Phone No.: _____ 1624 Concourse Ct. Rapid City, SD 57703 605-430-1789
	Estimated Date of Construction: 9-2024	
	I, the undersigned, request permission to construct or modify an access approach subject to the rules and regulations set forth in Meade County Ordinance #10 requirements.	
	Signature of Applicant: Date: _____ / _____ / <u>7-1-2024</u>	
	Permit Decision (completed by Meade County)	Supporting Materials Required: (Required) (Received)
<input type="checkbox"/> Access- Approach Sketch <input type="checkbox"/> Vicinity Map <input type="checkbox"/> Detailed Development Plan <input type="checkbox"/> Drainage Plan <input type="checkbox"/> Other: _____		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Received by office: Date: ____/____/____		
Decision: (to be made after Application Review) <input type="checkbox"/> Approach Construction Approved <input type="checkbox"/> Approach Construction Approved with Variance: _____ <input type="checkbox"/> Approach Denied <input type="checkbox"/> This is a Limited Access Road		
Terms and Conditions of Approval (or Reason for Denial) _____ <input type="checkbox"/> Culvert Required - _____ Size _____ Type _____		
Completed Access Inspected By: _____ Date: ____/____/____		
Meade County Approval – Permit Granted. Signature: _____ Date: ____/____/____		
Received by Meade County Highway Dept.: Date: ____/____/____ By: _____ Permit Number _____ Permit Fee \$125.00		



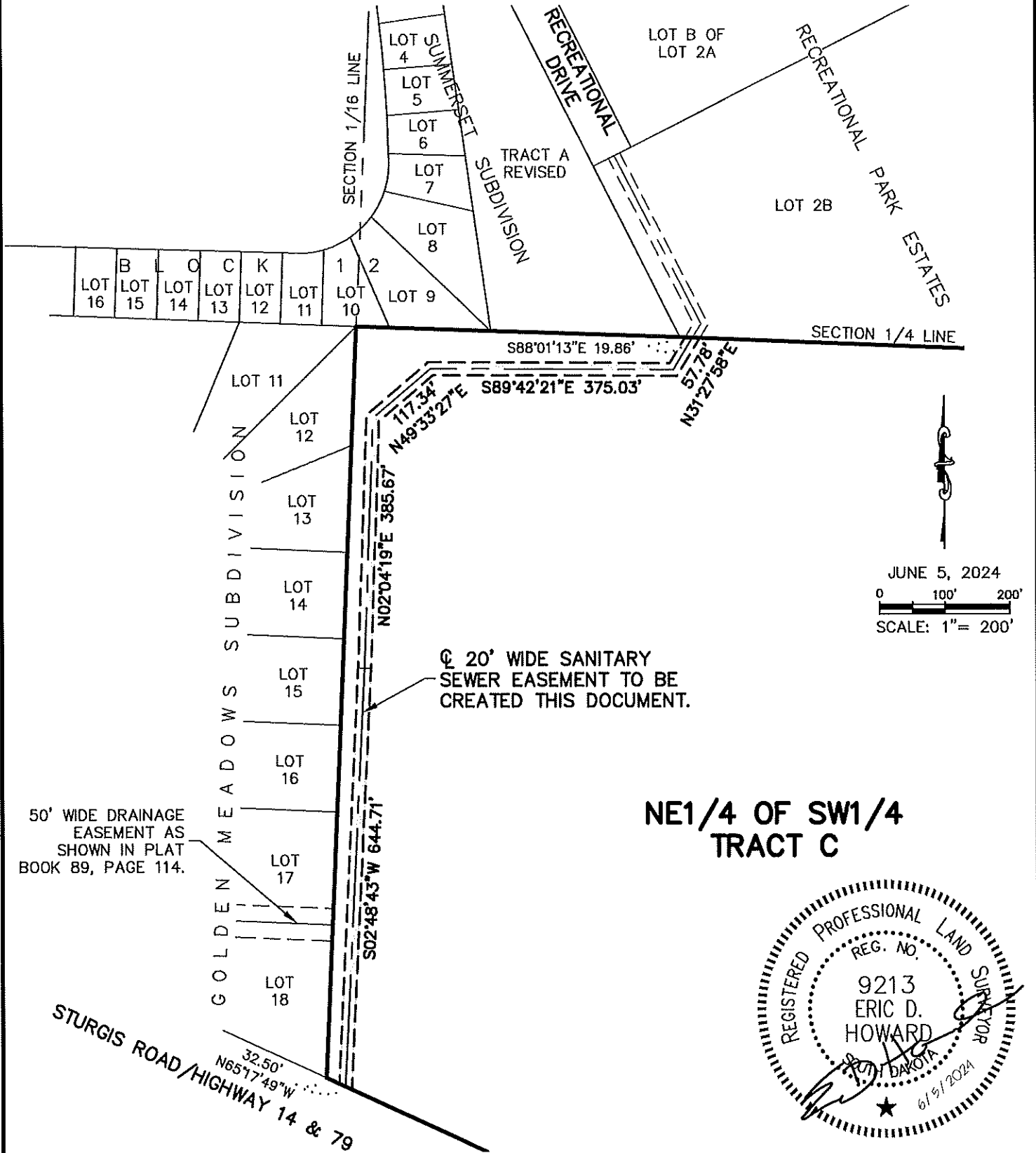
Application for an Approach Permit – Meade County

Permit Application (to be completed by applicant).	Instructions: Please submit a separate application and supporting documentation for each Approach requested. Attach additional sheets, as necessary. After Construction of an Approved Approach location and Inspection, a Permit will be Issued. Please print or type.	
	Property Owner: Norman Ranch Subdivision LLC Name(s): Forrest Thompson Mailing Address: 1624 Concourse Ct. City, State, Zip Rapid City, SD 57703 Daytime Phone: [REDACTED]	Applicant (if different from Owner): Name(s): Mailing Address: City, State, Zip Daytime Phone:
	Property to be Served by Approach: Section: <u>32</u> Township: <u>3N</u> Range: <u>7E</u> Or Subdivision: _____ Block/Lot: _____ Street Address: Norman Ranch City: Summerset	County Road / Highway to be Accessed by Approach: County Road / Highway Name: <u>Norman Ave.</u> Access would be <u>1340'</u> feet north south, east or west from <u>Three Flags Lane</u> (nearest cross street).
	Land Use of Property to be Served (check one): <input type="checkbox"/> Agricultural: acres served _____ <input type="checkbox"/> Business: type _____ total square footage of buildings: _____ number of employees _____ <input checked="" type="checkbox"/> Residential: number of single-family dwellings <u>158</u> , or number of multi-family dwellings _____ <input type="checkbox"/> Other: describe _____	Type of Permit Requested (check one) <input checked="" type="checkbox"/> New approach <input type="checkbox"/> Change in use <input type="checkbox"/> Temporary access <input type="checkbox"/> Improve existing access <input type="checkbox"/> Relocate existing access <input type="checkbox"/> Remove existing access
	Property Owner or Applicant (if different from the owner):	
	Contractors Name: _____ Midwest Contracting Solutions, LLC	Contractors Address & Phone No.: _____ 1624 Concourse Ct. Rapid City, SD 57703 [REDACTED]
	Estimated Date of Construction: 9-2024	
	I, the undersigned, request permission to construct or modify an access approach subject to the rules and regulations set forth in Meade County Ordinance #10 requirements.	
	Signature of Applicant: Date: <u> </u> / <u> </u> / <u>7-1-2024</u>	
	Permit Decision (completed by Meade County)	Supporting Materials Required: (Required) (Received)
<input type="checkbox"/> Access- Approach Sketch		<input type="checkbox"/>
<input type="checkbox"/> Vicinity Map		<input type="checkbox"/>
<input type="checkbox"/> Detailed Development Plan		<input type="checkbox"/>
<input type="checkbox"/> Drainage Plan		<input type="checkbox"/>
<input type="checkbox"/> Other: _____	<input type="checkbox"/>	
Received by office: Date: <u> </u> / <u> </u> / <u> </u>		
Decision: (to be made after Application Review) <input type="checkbox"/> Approach Construction Approved <input type="checkbox"/> Approach Construction Approved with Variance: _____ <input type="checkbox"/> Approach Denied <input type="checkbox"/> This is a Limited Access Road		
Terms and Conditions of Approval (or Reason for Denial) _____		
<input type="checkbox"/> Culvert Required - _____ Size _____ Type _____		
Completed Access Inspected By: _____ Date: _____ / _____ / _____		
Meade County Approval – Permit Granted. Signature: _____ Date: _____ / _____ / _____	Received by Meade County Highway Dept.: Date: _____ / _____ / _____ By: _____ Permit Number _____ Permit Fee \$125.00	

EXHIBIT 'A'

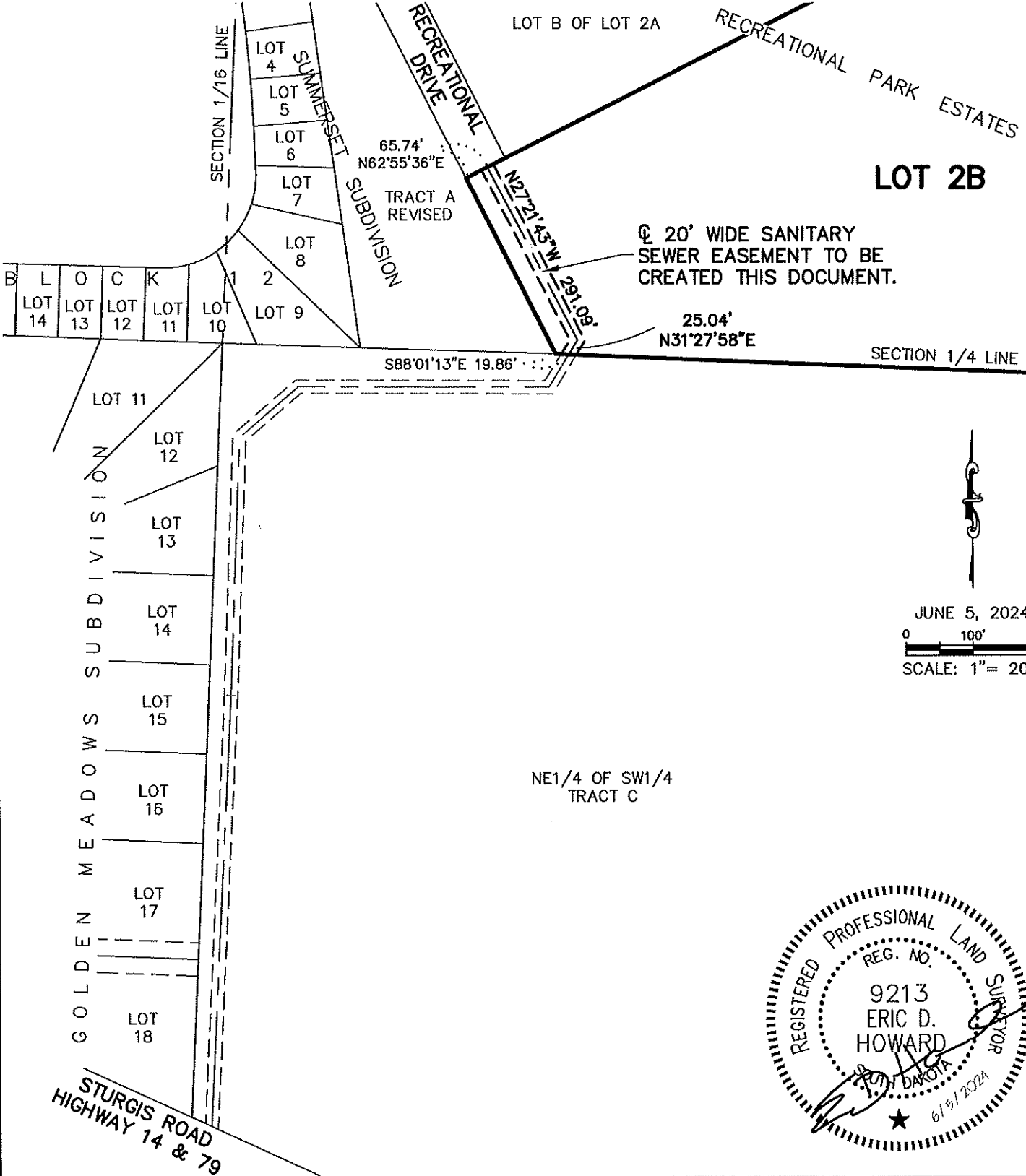
SANITARY SEWER EASEMENT

TRACT C OF LOT 3 OF NE1/4 OF SW1/4 OF SECTION 31, T3N, R7E, BHM, CITY OF SUMMERSET, MEADE COUNTY, SOUTH DAKOTA



SA 2493.02 Marean French Sanborn Force Main Drawings \\s1-11\2493.02 S-95-W PAST.DWG, S.W. 12.01 C.dwg, 6/2/2024 9:16:35 AM

EXHIBIT 'A'
SANITARY SEWER EASEMENT
LOT 2B OF RECREATIONAL PARK ESTATES
 LOCATED IN SECTION 31, T3N, R7E, BHM,
 CITY OF SUMMERSET, MEADE COUNTY, SOUTH DAKOTA



20' WIDE SANITARY SEWER EASEMENT TO BE CREATED THIS DOCUMENT.

JUNE 5, 2024

0 100' 200'

SCALE: 1" = 200'



S:\2493.02\Main\Renner\Sanitary Sewer\Drawings\141411\2493.02_S-MS-W_FASH_101_2B_REC_PARK_ESTATES.dwg 3/4/2024 8:17:41 AM

OCCUPANCY LICENSE AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, 20__, by and between Rapid City, Pierre & Eastern Railroad, Inc. ("LICENSOR"), whose address is C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 270, Jacksonville, FL 32224, and Norman Ranch Subdivision LLC ("LICENSEE"), whose address is 1624 Concourse Court, Rapid City, SD 57703.

WHEREAS, LICENSEE has submitted a written request or application to LICENSOR requesting permission to occupy LICENSOR'S property located at or near the location specified in Section 1 below; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the limited right to occupy LICENSOR'S property for the limited purpose described herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/DESCRIPTION.

1.1 LICENSOR hereby conveys to LICENSEE a license ("Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

A. () above ground (X) below ground

B. (X) water pipeline () sewer pipeline () stormwater pipeline () cable tv wireline () fiber optic wireline

() communications wireline () power wireline

located at or near Mile Post 107.99, COLONY Subdivision, Latitude: 44.169811, Longitude: -103.317414, at or near SUMMERSET, County of MEADE, State of SD. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

UNDERGROUND WATER PIPELINE -15" CARRIER, 30" CASING including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power ("LICENSEE'S Facilities"), placed as shown on Exhibit A attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.

Section 2. USE/PURPOSE/OWNERSHIP.

2.1 LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.

2.2 LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.

Section 3. FEE.

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an annual fee of \$0. LICENSEE shall also submit a one-time agreement processing fee of \$750, engineering review fee of \$0 and a contractor right of entry fee of \$0, which shall be covered by a separate agreement known as CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT. LICENSOR reserves the right to adjust the annual fee on each anniversary date of this Agreement, or at such

other times as conditions warrant. Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

Section 4. TERM/TERMINATION.

This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. Notwithstanding the foregoing, in the event that (i) the use of the Occupancy as set forth above in Sections 1 and 2 is materially changed, (ii) LICENSEE'S Facilities are removed, or (iii) LICENSEE defaults on a material obligation hereunder and such default is not cured within 30 days after receipt of written notice from LICENSOR describing such default (or such longer cure period as determined in LICENSOR'S sole discretion), this Agreement shall automatically terminate. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and sole expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition to the satisfaction of LICENSOR'S designated Engineer or Representative, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE. If this Agreement shall be terminated without cause by LICENSOR pursuant to this Section 4, and LICENSEE has complied with all of the terms and conditions of this Agreement, then LICENSOR shall refund to LICENSEE the unearned portion of the annual fee paid in advance (prorated on a monthly basis).

Section 5. INDEMNITY/LIABILITY.

5.1. LICENSOR, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THE RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES OF EACH (HEREINAFTER COLLECTIVELY THE "LICENSOR INDEMNITEES"), SHALL not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5.2 (a) LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND THE LICENSOR INDEMNITEES FROM AND AGAINST (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BUT NOT LIMITED TO THE AGENTS, EMPLOYEES OR CONTRACTOR(S) OF THE PARTIES HERETO, AND (II) THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER, INCLUDING PROPERTY CLAIMS, DEMANDS, SUITS, JUDGMENTS OR EXPENSES INCURRED IN CONNECTION THEREWITH, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S), OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE ENTRY OR PRESENCE OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S) ON THE PROPERTY, OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OR EXECUTION OF ANY WORK PERFORMED UNDER THIS AGREEMENT OR INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO THE USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON OR ENTITY. THE INDEMNITIES PROVIDED IN THIS SECTION 5 ARE SPECIFICALLY MEANT TO INCLUDE INDEMNITY OF THE LICENSOR INDEMNITEES FOR THEIR OWN ORDINARY NEGLIGENCE, EVEN IF THE INJURY OR DAMAGE IS CAUSED ENTIRELY BY THE ORDINARY NEGLIGENCE OF THE LICENSOR INDEMNITEES AND THERE IS NO NEGLIGENCE OR FAULT ON THE PART OF LICENSEE. LICENSEE'S INDEMNITY OBLIGATIONS IN THIS SECTION 5 SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS AVAILABLE UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR EMPLOYEE BENEFITS ACTS.

(b) THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT THE LICENSOR INDEMNITEES SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO

FURTHER AGREES TO DEFEND AND HOLD HARMLESS THE LICENSOR INDEMNITEES FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

(c) IN NO EVENT UNDER THIS AGREEMENT WILL THE LICENSOR INDEMNITEES HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR INDEMNITEES" AS USED IN THIS SECTION 5 SHALL INCLUDE ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS, OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 6. RESERVED.

Section 7. RESERVED.

Section 8. ASSIGNMENT.

Neither this Agreement nor the Occupancy herein granted may be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Upon approval by LICENSOR, LICENSEE shall satisfy any applicable transfer of rights or assignment fees in effect at that time.

This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld. Notwithstanding the foregoing, the parties acknowledge that the LICENSEE'S Facilities are to be dedicated to the Municipal Authority of the City of Summerset (the "Authority"), and, contemporaneously with such dedication, this Agreement or Occupancy herein granted may be transferred and assigned to the Authority, contingent upon the Authority providing a Certificate of Insurance to LICENSOR in compliance with the INSURANCE REQUIREMENTS attached hereto as EXHIBIT C. Upon such assignment, Norman Ranch Subdivision LLC shall have no further right or obligation under this Agreement, except any obligation arising prior to the date of assignment.

Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.

LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities in accordance with Section 9, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities at LICENSEE'S sole cost and expense. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by the Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE and shall be treated as confidential information by the parties unless disclosure of such environmental reports is required by law. This clause shall survive termination of this Agreement.

Section 10. NOTIFICATION.

In the case of emergency repairs, LICENSEE shall contact LICENSOR by calling LICENSOR'S emergency number at (800)800-3490 in order to obtain LICENSOR'S consent prior to entering LICENSOR'S property.

Section 11. RESERVED.

Section 12. ALTERATIONS/REPAIRS.

12.1 In the event LICENSEE desires to make changes in the physical or operational characteristics of the Occupancy, LICENSEE shall first obtain in writing the consent and approval of LICENSOR.

12.2 Any entry onto LICENSOR'S property by LICENSEE its employees, agents, representatives or contractors after LICENSEE'S Facilities have initially been constructed shall occur only upon obtaining LICENSOR'S consent pursuant to Section 12 herein, if required, and entering into an additional CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT with LICENSOR prior to entry. LICENSEE agrees that any physical or operational changes that LICENSEE desires to make shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of

this Agreement. Any "flagging" services determined at LICENSOR's sole discretion to be necessary shall be at LICENSEE'S sole cost and expense.

Section 13. RESERVED.

Section 14. INSURANCE.

LICENSEE agrees to comply with the **INSURANCE REQUIREMENTS**, attached hereto as Exhibit C and made a part hereof, and shall provide the required Certificate of Insurance to LICENSOR simultaneous to the execution of this Agreement.

Section 15. RESERVED.

Section 16. RESERVED.

Section 17. RESERVED.

Section 18. GOVERNMENTAL REQUIREMENTS.

18.1 LICENSEE shall comply with any and all laws, statutes, ordinances, rules, regulations, orders, decisions (collectively, the "Laws"), issued by any federal, state or municipal governmental body or agency established thereby ("Authority"), relating to the construction, maintenance, and use of the LICENSEE's Facilities by LICENSEE and any the use of LICENSOR'S property.

18.2 LICENSEE, in its Occupancy as granted herein, shall not create or permit any condition on LICENSOR'S property that could present a threat to human health or to the environment. LICENSEE shall at all times be in full compliance with all Laws, present or future, set by any Authority, including but not limited to any, environmental laws concerning water quality (surface or underground), hazardous substances and hazardous waste(s).

18.3 Should any discharge, leakage, spillage, emission or pollution of any type occur or arise on LICENSOR'S Property as a result of LICENSEE'S presence, use, operation or exercise of the rights granted herein, LICENSEE shall immediately notify LICENSOR and shall, at LICENSEE'S expense, be obligated to clean all property affected thereby, whether owned or controlled by LICENSOR or any third persons, to the satisfaction of LICENSOR (insofar as the property owned or controlled by LICENSOR is concerned) and any governmental body having jurisdiction in the matter. LICENSOR may, at its option, clean the property; if LICENSOR elects to do so, LICENSEE shall pay LICENSOR the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

18.4 LICENSEE AGREES TO RELEASE, INDEMNIFY AND DEFEND THE LICENSOR INDEMNITEES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY THE LICENSOR INDEMNITEES AS A RESULT OF LICENSEE'S BREACH OF THIS SECTION 18 REGARDLESS OF THE NEGLIGENCE OF THE LICENSOR INDEMNITEES, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE SOLELY CAUSED BY THE GROSS NEGLIGENCE OF THE LICENSOR INDEMNITEES.

Section 19. RESERVED.

Section 20. RESERVED.

Section 21. RESERVED.

Section 22. LEGAL NOTICES.

Any notice, demand, approval, consents or communication required, permitted or desired to be given hereunder shall be in writing and shall be served on the parties at the following respective addresses:

LICENSEE:	Norman Ranch Subdivision LLC 1624 Concourse Court Rapid City, SD 57703 Attention: Contract Management
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LICENSOR: Rapid City, Pierre & Eastern Railroad, Inc.
c/o Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

Copy to:

General Counsel
Genesee & Wyoming Inc.
20 West Avenue
Darien, CT 06820
~~██████████@mwr.com~~

the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received three calendar days after deposit, postage prepaid in the United States Mail, or (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

Section 23. SPECIAL PROVISIONS.

If required by LICENSOR, LICENSEE at its sole cost and expense, shall furnish LICENSOR with a **survey drawing**, showing the final exact location of said Occupancy and LICENSEE'S Facilities. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as **Exhibit B** and made a part hereof.

Section 24. PRIOR AGREEMENTS.

Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

Section 25. APPLICABLE LAW.

This Agreement shall be governed by and construed under the laws of the State of SD without regard to the choice of law provisions thereof.

Section 26. INTERPRETATION/SEVERABILITY.

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 26. HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

Section 27. CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

Section 28. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged electronically and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purpose.

Section 30. CONFIDENTIALITY.

The parties shall not disclose the terms of this Agreement to a third party (a) other than as required by law so long as such party required to disclose the terms of this Agreement under applicable law provides the other party with prior written notice of such requirement, or (b) as otherwise agreed in writing between the parties. Notwithstanding the foregoing, the parties may disclose the terms and conditions of the Agreement to (1) a parent, subsidiary or affiliated company; or (2) to their lawyers and consultants, including but not limited to its auditors, provided that all such parties agree to maintain the confidentiality of such information in accordance with the terms of this provision. If any party violates this paragraph, any adversely affected party may cancel this Agreement without penalty and exercise any available remedies under applicable law.

(Signature Page Follows)

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____ 20__.

LICENSOR

Rapid City, Pierre & Eastern Railroad, Inc.

By: _____

Name:

Its:

LICENSEE

Norman Ranch Subdivision LLC

By: _____

Name:

Its:

EXHIBIT A

LICENSEE'S FACILITIES



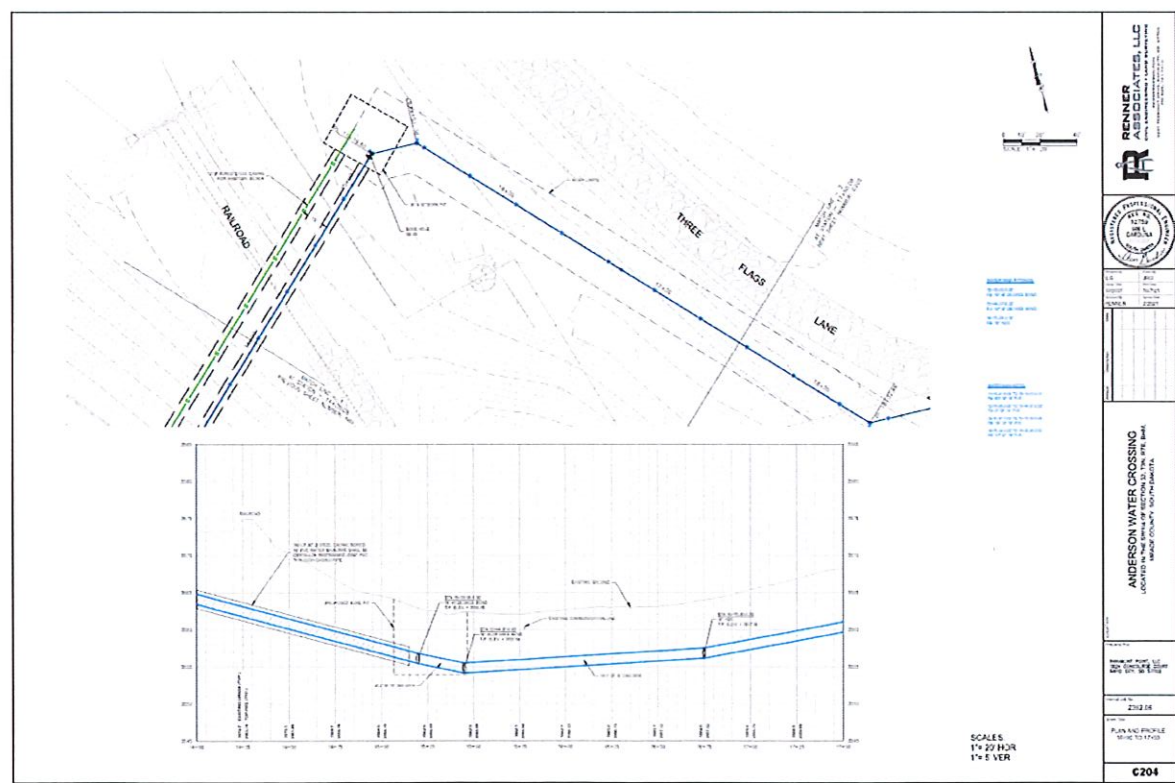
Station	Station	Station	Station	Station	Station	Station	Station	Station	Station
1+00	1+20	1+40	1+60	1+80	2+00	2+20	2+40	2+60	2+80
3+00	3+20	3+40	3+60	3+80	4+00	4+20	4+40	4+60	4+80
5+00	5+20	5+40	5+60	5+80	6+00	6+20	6+40	6+60	6+80
7+00	7+20	7+40	7+60	7+80	8+00	8+20	8+40	8+60	8+80
9+00	9+20	9+40	9+60	9+80	10+00	10+20	10+40	10+60	10+80

RENNER ASSOCIATES, LLC
PROFESSIONAL ENGINEERING & SURVEYING

ANDERSON WATER CROSSING
LOCATED IN THE COUNTY OF WASHINGTON, THE STATE OF MARYLAND
HARVEY COUNTY, MISSOURI

PROJECT NO. 210206
ALIGNMENT TABLE

C101



RENNER ASSOCIATES, LLC
PROFESSIONAL ENGINEERING & SURVEYING

ANDERSON WATER CROSSING
LOCATED IN THE COUNTY OF WASHINGTON, THE STATE OF MARYLAND
HARVEY COUNTY, MISSOURI

PROJECT NO. 210206
PLAN AND PROFILE
SCALE TO FIT

C204

SCALE
1" = 20' HOR
1" = 5' VER

EXHIBIT B

SURVEY

EXHIBIT C

INSURANCE REQUIREMENTS

(a) The Licensee shall, at its own cost and expense, prior to entry onto Licensor's Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor Indemnitees and shall name the Licensor Indemnitees as Additional Insureds**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor Indemnitees and shall name the Licensor Indemnitees as Additional Insureds**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor Indemnitees**, if applicable.

(iv) **Prior to any construction project within 50' of the railroad track**, the Licensee shall purchase Railroad Protective Liability Insurance naming the Licensor Indemnitees as the named insureds with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03, or, if available, obtain such coverage from the Licensor.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be affected under standard form policies underwritten by insurers licensed in the state where work is to be performed and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Licensor Indemnitees**.

(iii) All insurance policies shall be endorsed to provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Licensor with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Occupancy License Agreement by agreement date and description and shall be furnished to the Licensor at the following address, or to such other address as the Licensor may hereafter specify:

Rapid City, Pierre & Eastern Railroad, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work;
- (2) The Licensee shall maintain such policies on a continuous basis;
- (3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and
- (4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Licensor may require the Licensee to purchase additional insurance if the Licensor reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licensor will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement but shall be additional security therefor.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C and sign a separate right of entry agreement, as required by the Agreement.



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

July 11, 2024

Anthony Kayl
Public Works Director
City of Summerset
7055 Leisure Lane
Summerset, SD 57718-7701

RE: Summerset – Norman Ranch Subdivision Sanitary Forcemain & Water Main
P&S No. 24-209

Dear Mr. Kayl:

The Department of Agriculture and Natural Resources (DANR) received an electronic copy of the plans, specifications for the Norman Ranch Subdivision Sanitary Forcemain & Water Main project in Summerset, South Dakota on May 30, 2024. Additional information was submitted on June 7, 2024. The department issued a comment letter on June 26, 2024, requesting additional information and revisions to the plans. Revised plans and specifications were received on July 8 and July 10, 2024. The department has reviewed and hereby approves the revised plans and specifications for this project. The following are conditions of approval to be addressed by the design engineer:

Sanitary Sewer

1. The proposed sanitary sewer forcemain will not maintain 2 feet per second under normal pumping conditions with the phase 1 pumps; however, the downstream pumps do not appear to be sized to accommodate a higher flow rate from the proposed subdivision. Due to the low velocity, additional maintenance may be required on this line. Pigging ports should be considered and installed to accommodate clearing of the line should the low velocities result in plugging.

Water Main

1. The department is recommending a means of flushing be installed on the high-pressure side of the PRV valve vault. As designed, it does not appear that flushing of the high-pressure line can be achieved without running flow through the PRV valve to the downstream fire hydrant.

General

1. Revised plan sheets 4.24, 5.5, and 5.6 were submitted separately and are included in the approval superseding the plans dated May 30, 2024. **Please ensure the final plan set includes the appropriate revision of the respective plan sheets.**

Anthony Kayl
July 11, 2024
Page 2 of 2

2. Erosion and sediment control measures shown to be installed during construction are generally not evaluated during the plans and specifications review. The owner/operator is responsible for ensuring that pollution prevention measures are implemented and effective. Therefore, approval of plans and specifications for this project does not include approval of an erosion control plan.
3. In accordance with the Administrative Rules of South Dakota (ARSD) § 74:53:04:08, the Department of Agriculture and Natural Resources shall be notified when works or systems or both constructed in accordance with approved plans and specifications are placed in service.

This review is primarily to determine compliance with the minimum sanitary engineering requirements and does not cover items such as quality of material, structural soundness, or electrical and mechanical design features. Approval of the plans and specifications does not in any way release the applicant from the responsibility that the project will be an operable facility when construction is completed.

If you have any questions, please contact us.

Sincerely,



Neal Konda, P.E.
Natural Resources Engineer
Livestock Services Program
~~(605) 773-4647~~



Mark A. McIntire, P.E.
Natural Resources Engineer
Drinking Water Program
~~(605) 773-3741~~

cc: Ian L. Garduna, P.E., Renner Associates, LLC (email)



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

June 24, 2024

Anthony Kayl
Public Works Director
City of Summerset
7055 Leisure Lane
Summerset, SD 57718-7701

RE: Summerset – Norman Ranch Subdivision Phase 1A & 1B
P&S No. 24-208

Dear Mr. Kayl:

The Department of Agriculture and Natural Resources (DANR) received an electronic copy of the plans and specifications for the Norman Ranch Subdivision in Summerset, South Dakota on May 30th, 2024. The department has reviewed and hereby approves the plans and specifications for this project. The following are conditions of approval to be addressed by the design engineer:

Storm Sewer

1. The plans indicate that underdrains will be installed below street curbing and those underdrains will discharge to the storm sewer system. If any pollutants reach the storm sewer from the underdrains, it may result in an illicit discharge. **No response is required to be submitted to address this condition of approval.**

General

1. The connection to the City of Summerset sanitary sewer will require plans and specifications approval from the department. **Until such time a connection is made the water and sewer collection system approved herein may not be placed into service.** *Plans and specifications for the connection have been submitted to the department and are under review.*
1. Erosion and sediment control measures shown to be installed during construction are generally not evaluated during the plans and specifications review. The owner/operator is responsible for ensuring that pollution prevention measures are implemented and effective. Therefore, approval of plans and specifications for this project does not include approval of an erosion control plan.
2. In accordance with the Administrative Rules of South Dakota (ARSD) § 74:53:04:08, the Department of Agriculture and Natural Resources shall be notified when works or systems or both constructed in accordance with approved plans and specifications are placed in service.

Anthony Kayl
June 24, 2024
Page 2 of 2

This review is primarily to determine compliance with the minimum sanitary engineering requirements and does not cover items such as quality of material, structural soundness, or electrical and mechanical design features. Approval of the plans and specifications does not in any way release the applicant from the responsibility that the project will be an operable facility when construction is completed.

If you have any questions, please contact us.

Sincerely,



Neal Konda, P.E.
Natural Resources Engineer
Livestock Services Program
(605) 773-4647



Mark A McIntire, P.E.
Natural Resources Engineer
Drinking Water Program
(605) 773-2754

cc: Ian L. Garduna, P.E., Renner Associates, LLC (email)

Permit No.: SDR10P566
Project: Norman Ranch Subdivision

**SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES**

**General Permit Authorizing Stormwater Discharges
Associated with Construction Activities
Under the South Dakota Surface Water Discharge System**

In compliance with the provisions of the South Dakota Water Pollution Control Act and the Administrative Rules of South Dakota (ARSD), Article 74:52, owners and operators of stormwater discharges from **construction activities**, located in the state of South Dakota are authorized to discharge in accordance with the conditions and requirements set forth herein.

This General Permit shall become effective on November 1, 2023.

General Permit coverage for Norman Ranch Subdivision shall become effective May 20, 2024.

This General Permit and the authorization to discharge shall expire at midnight, **October 31, 2028**

Signed this 1st day of **November, 2023**



Authorized Permitting Official

Hunter Roberts
Secretary
Department of Environment and Natural Resources

Permit No.: SDR10P566
Project: Norman Ranch Subdivision

**SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES**

**General Permit Authorizing Stormwater Discharges
Associated with Construction Activities
Under the South Dakota Surface Water Discharge System**

In compliance with the provisions of the South Dakota Water Pollution Control Act and the Administrative Rules of South Dakota (ARSD), Article 74:52, owners and operators of stormwater discharges from **construction activities**, located in the state of South Dakota are authorized to discharge in accordance with the conditions and requirements set forth herein.

This General Permit shall become effective on November 1, 2023.

General Permit coverage for Norman Ranch Subdivision shall become effective May 20, 2024.

This General Permit and the authorization to discharge shall expire at midnight, **October 31, 2028**

Signed this **1st** day of **November, 2023**



Authorized Permitting Official

Hunter Roberts
Secretary
Department of Environment and Natural Resources

Lisa Schieffer

From: Carlson, Mike <Mike.Carlson@state.sd.us>
Sent: Monday, October 23, 2023 12:03 PM
To: Kyle Treloar
Cc: Bartlett, Stacy; Megan Kingsbury; Wiege, Steve
Subject: RE: Norman Ranch - Summerset SD

This is exactly what I was thinking. If this is DOT ROW then all you need is a permit, however if it is not we would need to plat an easement and get approval from the Transportation Commission. In talking to John Gerlach, I believe this is the old Exit 51 ROW, but before I do any extensive research, I want to be sure this is the location of the water line.

Mike

From: Kyle Treloar <kyle@vanockerdev.com>
Sent: Wednesday, October 18, 2023 1:35 PM
To: Carlson, Mike <Mike.Carlson@state.sd.us>
Cc: Bartlett, Stacy <Stacy.Bartlett@state.sd.us>; Megan Kingsbury <megan@vanockerdev.com>; Wiege, Steve <Steve.Wiege@state.sd.us>
Subject: RE: [EXT] Norman Ranch - Summerset SD

Mike

See attached – is this what you were thinking. I took some liberties and added in the easement and property line. We do not have permission to get outside the easement.

Do you know if the state has seen this concept before?

10-4 on the traffic study.

Kyle

From: Carlson, Mike <Mike.Carlson@state.sd.us>
Sent: Monday, October 16, 2023 12:08 PM
To: Kyle Treloar <kyle@vanockerdev.com>
Cc: Bartlett, Stacy <Stacy.Bartlett@state.sd.us>; Megan Kingsbury <megan@vanockerdev.com>; Wiege, Steve <Steve.Wiege@state.sd.us>
Subject: RE: Norman Ranch - Summerset SD

It is great to hear from you. About time you came back to God's country.

I would like a little different alignment with the water line. I would like you to extend the tangent from Sta 0+00 to the west Interstate fence line, then cross the Interstate perpendicular to the east Interstate fence line. This would reduce the impacts on SDDOT's property. This property will probably be for sale in the future.

Even though this development is 1 ½ miles from Exit 52 it would be nice to see what impacts, if any, this will have to the flow of traffic at the exit.

Hope this helps.

Mike

From: Kyle Treloar <kyle@vanockerdev.com>
Sent: Saturday, October 14, 2023 12:52 PM
To: Carlson, Mike <Mike.Carlson@state.sd.us>
Cc: Bartlett, Stacy <Stacy.Bartlett@state.sd.us>; Megan Kingsbury <megan@vanockerdev.com>
Subject: FW: [EXT] Norman Ranch - Summerset SD

Mike,

I hope all is well with you! I figured I would follow up Stacy's email with one of my own (just in case you still screen her emails). I wanted to reach out and see what if anything had been discussed or permitted with the SDDOT to cross the interstate for the Norman Ranch Project in Summerset and who to coordinate with? Also who should I reach out to discuss traffic study requirements in the area.

Thank you and have a great weekend!
Kyle

From: Bartlett, Stacy <Stacy.Bartlett@state.sd.us>
Sent: Friday, October 13, 2023 12:13 PM
To: Kyle Treloar <kyle@vanockerdev.com>; Carlson, Mike <Mike.Carlson@state.sd.us>
Cc: Megan R. Kingsbury <m.kingsbury@kingsburyassoc.com>
Subject: RE: Norman Ranch - Summerset SD

Hello Kyle!

Good to hear from you! The best contact for a utility bore under the interstate in Summerset is Mike Carlson. And if you already have your RR permit, Carlson will be a breeze!

I've moved to Road Design in SDDOT and am no longer the contact for traffic studies. I'll refer you to Mike Carlson, and he'll may have you reach out to someone else depending on your study.

Take care,

Stacy


From: Kyle Treloar <kyle@vanockerdev.com>
Sent: Friday, October 13, 2023 12:28 PM
To: Bartlett, Stacy <Stacy.Bartlett@state.sd.us>
Cc: Megan R. Kingsbury <m.kingsbury@kingsburyassoc.com>
Subject: [EXT] Norman Ranch - Summerset SD

Stacy,

I hope all is well! I wanted to reach out to see if you could point me in the right direction. I would like to know who is the best contact for coordinating a utility bore under the interstate. I am the project manager for the norman ranch project in summerset, sd which we are hoping to start construction on later this winter (layout attached). I have tracked down our rail crossing permit but have not found anything established with the SDDOT.

We are also commissioning a traffic study for the project based on input from the city of summerset – you were listed as the DOT contact. Let me know if you have any special requests.

I have attached a copy of the water crossing plans. Also attached is a page from our rail crossing permit. Note that we have a sanitary sewer casing as well.

Thank you for any help!
Have a great weekend
Kyle Treloar


Lisa Schieffer

From: Carlson, Mike <[REDACTED]>
Sent: Monday, December 4, 2023 3:24 PM
To: Megan Kingsbury
Cc: Kyle Treloar
Subject: RE: Norman Ranch Subdivision - Traffic Impact Study comments

Brandon Soulek looked at this and responded to mark from JEO today. I don't believe he had any comments.

Mike

From: Megan Kingsbury <[REDACTED]>
Sent: Friday, December 1, 2023 8:40 AM
To: Carlson, Mike <[REDACTED]>
Cc: Kyle Treloar <[REDACTED]>
Subject: [EXT] Norman Ranch Subdivision - Traffic Impact Study comments

Good morning, Mike!

I want to follow-up with you on any comments you/SDDOT may have on the information submitted for review last week by JEO regarding the Norman Ranch Subdivision in Summerset.

The city of Summerset has reviewed the submittal and has no comment.

Thank you.

Kind regards,

Megan R. Kingsbury
Partner



Rapid City, SD | Greenville, SC | Atlanta, GA
DIRECT 605.443.3033

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Lisa Schieffer

From: Kyle Treloar <kxtreloar@dot.nd.gov>
Sent: Wednesday, May 29, 2024 4:08 PM
To: Ian Garduna
Cc: Megan Kingsbury; Jason Ohlsen
Subject: SDDOT comments on plan

FYI -from Steve Weige. Lets keep a running log for now. We have review sets out to DOT, BHWD, City, and rail.

Looking at the Sturgis Rd crossings, they are not at a 90-degree angle to the road as needed. I also question the proximity of the bore pits to the edge of the road. Barriers will need to be used with a min of 2' flat area behind them for deflection. With the bore pits so close, there is a very good possibility that the shoulder will degrade and loose stability during the time it takes to bore and backfill. I also noticed that the proposed 10' wide trench for the sewer line is right along asphalt shoulder of Sturgis Rd. It appears to be within 5' of less of asphalt. This brings up the need for barriers the full length of open excavation along with the possibility of stability issues with the road. Please advise what is going to be done to address these issues.

Kyle