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**From:** Cody Hoyer [REDACTED]  
**Sent:** Wednesday, November 18, 2015 9:44:44 PM  
**To:** PUC  
**Subject:** Concerns with the Dakota Access Pipeline  
**Auto forwarded by a Rule**

Please take time to read and carefully consider the ideas and concerns presented in the attached letter. These are just a few thoughts that need to be addressed that I have attached. I hope that other people have expressed some other concerns that I have heard to you.

Thanks Again!  
Dale, Craig and Cody

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Dear member of the S.D. P.U.C.

1. The Eminent Domain law, by definition gives "Government the right to take private property for public use". Who changed that statute into a tool for private business for private profit? Dakota Access will make huge profit at the expense of the S.D. landowner and every S.D. taxpaying citizen!
2. Who will be responsible for the cost of any cleanup? Who will have lost production on ground they have spent their lifetime building? Who will be affected by the ecological damages of a leak? Again the landowner and taxpayer of SD is the answer to all these, with Dakota Access being granted L.L.C. status. Dakota Access can be dissolved and sold to whomever, and stated in their contract they want landowners to sign, they grant every right to the new **SUCCESSOR** to do whatever they please or see fit or is profitable and beneficial for **THEM** without any responsibilities or retribution! THAT'S THEIR 50 FEET FOREVER WITHOUT ANY RESPONSIBILITIES!!! Don't be fooled by Dakota Access's antics to claim they're benefitting SD! This may be a great working pipeline for the near future. What starts happening for our next generation and a dozen different ownerships later??? Pause and imagine the damage to the shoreline and tributaries of our Missouri River (**THAT THIS PIPELINE RUNS UNDER TWICE**) and its reservoirs blackened with oil... Be assured pipeline spills do happen. Tesoro ND – 2 year timeline with partial cleanup, coast of California pipeline failure needs another \$110 million in cleanup, spills in Kentucky pipeline leak (land will never be the same), the great lakes of the Missouri River has more shoreline than the state of California – to give cost comparison to California. Pipeline companies constantly state that pipelines are the safest way to move product. When you consider the volume involved in the spills and area polluted they are the worst! Not only affecting surface quality but also contaminating our underground.
3. Beadle County and the Wall Lake area have had major route changes due to organized resistance. The owners along the route were not included in the planning, but like me were victims of a G.P.S. line drawn solely by Dakota Access. This put the proposed route immediately right off the corner of my YARD! The fact that they have the right to do this, and try to make it stick without changing, to citizens of SD and their families who love, own, work, choose to live in, and SUPPORT makes us feel like 2<sup>nd</sup> class citizens!
4. It is time to be aware of the falsehoods that Dakota Access or **WHOEVER** will own this pipeline after its construction. And remember the long term affects for every future generation of permanent 50 foot by 274 miles (830 acres) ownership across South Dakota, whether its operating or not to do whatever they see as FIT!!!
5. Please read the attached copy -especially the underlined parts- of the agreement they want us to sign and tell us that any entity should even be granted those rights... especially without any permanent subsidizing for the material flowing through the pipeline that will provide unimaginable profits for them!!!

6. The Houston oil cartel is highly subsidized by our federal government and they are well on their way to exceed 200 billion in corporate profit. **We submit that this pipeline needs to be denied its right to build in SD, thus giving our legislature time to make laws that protect its citizens from the big money giants.** SD is only one of the states in the bread basket of the nation and we need to unite to keep and develop our oil where it is needed for food production. Dakota Access wants to deny us that right and give Houston oil the power over our resources.
7. If we want to talk money and benefits for SD let's not allow big oil to **INEXPENSIVELY BUY THEIR WAY INTO HUGE PROFITS FOR THEM** and let's keep these resources here for us to develop and capitalize on. If they can build pipelines, build refineries, pipe it all through the United States and ship it back to us, let's make and keep a refined product right here in the first place. This will allow cheaper fuel prices, protection from global oil markets, permanent jobs, permanent taxable incomes, economic growth, and most of all keeping control of our resources!
8. **Dakota Access has never told the same story twice in attempts to try to coerce and force people to grant them permission to construct this pipeline. We cannot allow this to happen at a state level!!! You need to carefully review and consider all the FACTS AND IMPACTS this can have and DENY Dakota Access Pipeline!!!**

Thank You!

Dale, Craig, and Cody Hoyer

Proud supporters of SD citizens and wildlife...

**Prepared by and Return to:**

**Micah Rorie, Dakota Access, LLC, 4401 South Technology Dr., South Suite, Sioux Falls, SD 57106  
(605) 277-1662**

**PROJECT: DAPL/Dakota Access Pipeline 30"**

**TRACT NUMBER: SD-MN-019.100**

**PARCEL ID: 2537**

**COUNTY: Miner**

**EASEMENT AGREEMENT**

This easement agreement ("Agreement"), dated \_\_\_\_\_, 2015, is between **Dale D. Hoyer; Cody D. Hoyer, \_\_\_\_\_, and Craig D Hoyer, \_\_\_\_\_**, as tenants in common, whose mailing address is \_\_\_\_\_ Howard, SD 57349 (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty inches (30")** in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

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\_\_\_\_\_  
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**Exhibit A** attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area

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*Location of Pipeline Easement - Temporary Const. Easement/Access Easement*

immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width = 150'  
exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any. Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property. *add on equip*

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

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4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing's, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

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9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees to install its pipeline no less than forty eight inches (48") from the top of the pipe to the normal ground surface in cultivated fields and no less than twenty four inches (24") below or above any currently established drain tile, should such exist at the time this Agreement is executed.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

*Belong to Grantor forever.* 15. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee. *(added to)* *held for life or with the right to transfer*

16. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of South Dakota and all applicable federal laws.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

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**From:** PUC  
**Sent:** Thursday, November 19, 2015 4:11 PM  
**To:** [REDACTED]  
**Subject:** HP14-002

Dale, Craig and Cody Hoyer:

This is in response to your email, letter and easement excerpt regarding the Dakota Access Pipeline permit application request currently open before the commission.

Dakota Access filed their pipeline permit application on Dec. 15, 2014 and the commission will issue a decision by Dec. 15, 2015 to stay within the one-year statutory limit.

The commission's evidentiary hearing concluded in October, and the next step in the procedural schedule posted in the docket is the drafting and submission of reply briefs by the various parties involved in the case. These briefs are due to the commission on Nov. 20. This schedule also reflects that the oral decision by the commission is scheduled for Nov. 30.

A synopsis of the permit application review process is provided in the Pipeline Siting Guide linked to the commission's homepage online at [www.puc.sd.gov](http://www.puc.sd.gov) and here is a link:

<http://www.puc.sd.gov/commission/Publication/pipelinesiting.pdf>. Here are excerpts from that document regarding easements and eminent domain:

*The PUC is not involved in the easement acquisition process that occurs between applicants and landowners.*

*Likewise, the PUC does not have a role in the eminent domain process, which is handled in the circuit court system.*

*Landowners with concerns about these issues should seek advice from their personal attorney.*

These are also addressed in the Dakota Access Pipeline Frequently-Asked-Questions document online:

<http://www.puc.sd.gov/Dockets/HydrocarbonPipeline/2014/hp14-002faq.aspx>

Here is the state law regarding a transfer of permit, if issued, given your reference to that concern:

*49-41B-29. Transfer of permit--Commission approval--Rules. A permit may be transferred, subject to the approval of the Public Utilities Commission to a person who agrees to comply with the terms, conditions, and modifications contained therein. The commission shall adopt rules pursuant to the authority granted under this chapter.*

**Source:** *SL 1977, ch 390, § 4.*

Thank you for writing to share your opinions. I appreciate your frustrations and concerns as landowners. Your email and attachments as well as my response will be posted under Comments and Responses in the docket, HP14-002, so my fellow commissioners and all parties to the open, public docket have access to them:

<http://www.puc.sd.gov/Dockets/HydrocarbonPipeline/2014/hp14-002.aspx>

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Chairman Chris Nelson  
South Dakota Public Utilities Commission  
[www.puc.sd.gov](http://www.puc.sd.gov)