

STATE OF SOUTH DAKOTA

COUNTY OF LINCOLN

DAKOTA ACCESS, LLC,

Petitioner,

v.

LINDA A. GOULET, MAVIS A. PARRY,
JANICE E. PETERSON, CORLISS F. WIEBERS,
SHIRLEY M. OLTMANS, MARILYN
J. MURRAY, KEVIN J. SCHOFFELMAN,
AND SOUTH LINCOLN RURAL WATER
SYSTEM, INC.,

Respondents.

)
)SS
)

IN CIRCUIT COURT

SECOND JUDICIAL CIRCUIT

Civ. 15- 341

**VERIFIED PETITION
FOR CONDEMNATION**

Dakota Access, LLC, for its Verified Petition pursuant to SDCL Ch. 21-35, states and alleges as follows:

1. Petitioner, Dakota Access, LLC, ("Dakota Access") is a Delaware limited liability company having its principal place of business in Dallas, Texas.

2. Dakota Access proposes to construct a crude oil pipeline and related facilities to provide transportation service from points of origin in the Bakken/Three Forks play in North Dakota to a terminus in Illinois, with various potential points of destination along the pipeline.

3. The pipeline will enter South Dakota at the South Dakota-North Dakota border in Campbell County. It will extend in a southeasterly direction through portions of Campbell County, McPherson County, Edmunds County, Faulk County, Spink County, Beadle County, Kingsbury County, Miner County, Lake County, McCook County, Minnehaha County, Turner County, and Lincoln County. It will leave South Dakota at the South Dakota-Iowa border in Lincoln County.



STATE OF SOUTH DAKOTA)
LINCOLN COUNTY) ss.
I hereby certify that the foregoing
instrument is a true and correct copy
of the original as the same appears
on record in my office.

SEP 28 2015

Clerk of Courts, Lincoln County

By [Signature] Deputy

4. Dakota Access is holding themselves out to the general public as, and is in fact, engaged in the business of transporting commodities for hire by pipeline.

5. Dakota Access is a common carrier as defined by South Dakota and federal law, and has the privilege of eminent domain pursuant to SDCL §§ 49-2-12 and 49-7-13.

6. Defendants Janice E. Peterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltman, Marilyn J. Murray, and Kevin J. Schoffelman (hereinafter jointly referred to as "Landowners") are the owners of record of that real property located in Lincoln County, South Dakota, which is legally described as follows:

The Northwest Quarter (NW1/4) of Section 4, Township 99, Range 51 West of the 5th P.M., Lincoln County, South Dakota, described in Warranty Deed dated March 23, 2004 from John R. Schoffelman a/k/a John G. Schoffelman to Janice E. Peterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltman, Marilyn J. Murray, Kevin J. Schoffelman, recorded under Book 110, Page 501, Deed Records, Lincoln County, South Dakota, less and except any conveyances heretofore made.

7. Upon information and belief, Dakota Access states that South Lincoln Rural Water System, Inc., claims an easement on the property described above.

8. Dakota Access has determined by a duly adopted resolution of necessity, a copy of which is attached as Exhibit 1, that it is necessary to acquire permanent and temporary easements, including survey access, over Landowners' real property for the construction and operation of the pipeline.

9. Dakota Access has been unable to acquire the necessary easements by agreement with Landowners, and therefore seeks by the Verified Petition to exercise its right of eminent domain.

10. The permanent and temporary easements sought to be acquired by Dakota Access are described in the Easement and Right-of-Way Agreement, a copy of which is attached as Exhibit 2.

11. An Easement and Right-of-Way Agreement has been presented to Landowners, but they have refused to sign it.

12. The easements sought to be acquired over the Landowners' property are depicted in Exhibit 2, generally described as a fifty foot (50') wide permanent pipeline easement, as more particularly described in Exhibit 2; (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit 2, 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; as more particularly described in Exhibit 2, all in, over, through, across, under, and along land owned by the more particularly described as follows:

The Northwest Quarter (NW1/4) of Section 4, Township 99, Range 51 West of the 5th P.M., Lincoln County, South Dakota, described in Warranty Deed dated March 23, 2004 from John R. Schoffelman a/k/a John G. Schoffelman to Janice E. Peterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltman, Marilyn J. Murray, Kevin J. Schoffelman, recorded under Book 110, Page 501, Deed Records, Lincoln County, South Dakota, less and except any conveyances heretofore made.

13. Under SDCL § 21-35-11, Dakota Access hereby offers to deposit with the Clerk of this Court the sum stated in its offer pursuant to SDCL § 21-35-11, a copy of which is attached as Exhibit 3, with costs to be paid to Landowners, as compensation for all of the property to be taken or damaged.

14. Dakota Access hereby agrees to pay separately for all damages to crops, roads, driveways, fences, and livestock caused by the construction or maintenance of the pipeline in the area of the permanent easement either during or after construction, as indicated in Exhibit 2.

WHEREFORE, Petitioner prays for judgment as follows:

1) That judgment be entered against Defendants granting and appropriating the easement rights described above to Petitioner;

2) That a jury be empanelled under SDCL § 21-35-1 for the purpose of determining the just compensation and damages that Defendants are entitled to receive because of the taking and appropriation;

3) The judgment be entered pursuant to SDCL § 21-35-19; and

4) For any other relief that the Court deems just and equitable.

Dated this 22nd day of September, 2015.

MAY, ADAM GERDES & THOMPSON LLP

BY: 

BRETT KOENECKE

JUSTIN L. BELL

Attorneys for Petitioner

503 South Pierre Street

P.O. Box 160

Pierre, SD 57501

(605) 224-8803

[Verification on Following Page]

VERIFICATION

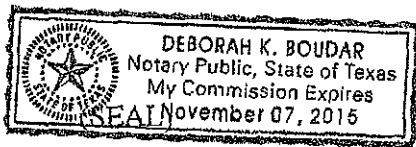
STATE OF Texas)
)SS
COUNTY OF Harris)

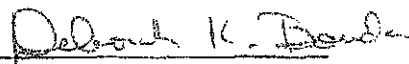
On this 15th day of September, 2015, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Micah T. Rorie, a person authorized to execute this Verified Petition by Dakota Access, LLC, the Petitioner in the above-entitled proceeding; that affiant has read the above and foregoing Verified Petition and knows the contents thereof, and that the same is true to the best of his knowledge, information and belief, and that his signature to the foregoing instrument and action is in good faith for the uses and purposes specified in this Verified Petition.



Micah T. Rorie

Subscribed and sworn to before me this 15th day of September, 2015.





Notary Public
Notary Print Name:
My Commission Expires:

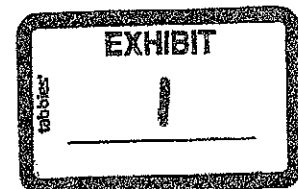
UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF MANAGERS
OF
DAKOTA ACCESS, LLC

August 20, 2015

The undersigned, being all the members of the Board of Managers of Dakota Access, LLC, a Delaware limited liability company (the "Company") and acting without and in lieu of a meeting, hereby unanimously consent to the adoption of the following resolutions, which will constitute the actions of the Company, and do hereby adopt such resolutions:

WHEREAS, the Company hereby finds and determines that public convenience and necessity requires the location, construction, operation and maintenance of common carrier crude oil pipeline facilities in Campbell, McPherson, Edmunds, Faulk, Spink, Beadle, Kingsbury, Miner, Lake, McCook, Minnehaha, Turner and Lincoln Counties, South Dakota, for the transportation of crude oil; and

WHEREAS, the Company is in the process of acquiring, installing and/or converting certain pipeline assets to be operated as a common carrier crude oil pipeline in the states of North Dakota, South Dakota, Iowa and Illinois, and will own, operate and maintain common carrier crude oil pipeline facilities in Campbell, McPherson, Edmunds, Faulk, Spink, Beadle, Kingsbury, Miner, Lake, McCook, Minnehaha, Turner and Lincoln Counties, South Dakota, and, in connection therewith, the Company hereby finds and determines that public convenience and necessity require and that it is necessary and in the public interest for the Company to enter upon, appropriate, take, acquire, hold and enjoy, by purchase or condemnation, permanent easements and rights-of-way, and temporary construction easements, as are necessary for: (1) the construction of one or more common carrier crude oil pipeline facilities, including, but not limited to, surveys including civil, environmental and other as required for regulatory and construction



purposes, erecting, laying, constructing, maintaining, operating, repairing, inspecting, replacing, changing the size of, abandoning in place, protecting, altering and removing crude oil gathering, transporting, compressing, measuring, treating and processing facilities, including, but not limited to, above-ground and below-ground valve settings, meters, tanks, pipes, pipelines, dehydrators, separators, pumps, compressors, generators, dew point control facilities, processing and treating equipment, launching-receiving equipment, electrical facilities, buildings and any and all other devices, equipment and structures to facilitate the operation, maintenance, repair and use of its common carrier crude oil pipeline systems; and (ii) locating, constructing, reconstructing, improving, repairing, operating, inspecting, patrolling, replacing and maintaining electric power and communication facilities (whether above or below grade, or both), or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors, antennae and other equipment, structures, material and appurtenances, access roads, and ancillary electric facilities, now or hereafter used, useful or desired in connection therewith by the Company; such line or lines being identified as the Dakota Access Pipeline commencing at a point approximately 6.2 miles South of the city of Hull, North Dakota and extending southeasterly approximately 274.7 miles to a point approximately 17.2 miles Southeast of the city of Sioux Falls, South Dakota; generally along the routes shown crosshatched on the attached Exhibit A, or as may be modified due to route changes or other unforeseen occurrences, and that public convenience and necessity require and that it is in the public interest for the Company, through one or more of the Company's duly authorized officers, agents and/or attorneys to enter upon, take, acquire, hold and enjoy, by purchase or condemnation, the land, easements, rights of way, temporary construction easements, and other interests in land convenient and necessary for the location, construction, operation, repair and maintenance of said common carrier pipeline and appurtenant facilities that may be useful, necessary or convenient thereto.

NOW, THEREFORE, BE IT RESOLVED, that public convenience and necessity require that it is necessary and in the public interest that the Company, through one or more of its duly authorized officers, agents, employees and/or attorneys, acquire, hold and enjoy, by purchase or condemnation, permanent easements and rights-of-way, and temporary construction easements, as described above, on, in, over, under, through and across certain lands in Campbell, McPherson, Edmunds, Faulk, Spink, Beadle, Kingsbury, Miner, Lake, McCook, Minnehaha, Turner and Lincoln Counties, South Dakota, along the route shown cross-hatched in the attached plat.

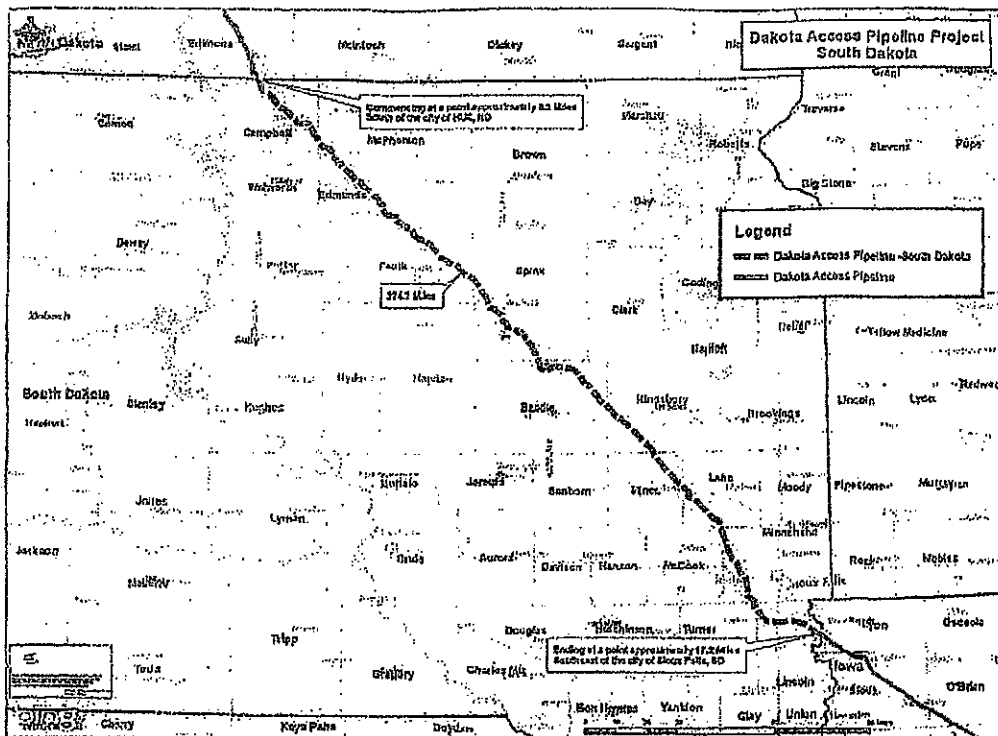
BE IT FURTHER RESOLVED, that in the event of negotiations, to acquire the permanent easements and rights-of-way, and temporary construction easements, on, in, over, under, through or across the necessary tracts of land are unsuccessful, the officers, agents, employees and/or attorneys of the Company, be, and each individually is authorized in the name and for and on behalf of the Company to institute and file or cause to be filed and instituted condemnation proceedings to require for the Company said permanent easements and rights-of-way, and temporary construction easements for the public purposes and use by the Company and they are further authorized to take any and all action they deem necessary or desirable, to effectuate the purpose and intent of the foregoing Resolutions.

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Managers as of August 20, 2015


Diana Santos


Lee Hanse





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-LI-012.519
PARCEL ID:
COUNTY: LINCOLN

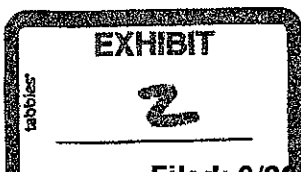
EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated _____, 2015, is between that Janice Peterson, whose mailing address is 6401 Lyncrest Ave. Apt #307, Sioux Falls, SD, Mavis Parry, whose mailing address is 3 Mission Mt. Rd., Clancy, MT 59634 57108, Linda Goulet, whose mailing address is 27332 Atkins Pl Tea, South Dakota 57064, Corliss Wiebers, whose mailing address is 607 S. Elm St., Lennox, SD 57039, Shirley Oltmans, whose mailing address is 26576 466th St. Sioux Falls, SD 57106, Marilyn Murray, whose mailing address is 1416 W. Larkspur, Sioux Falls, SD 57106, Kevin Schoffelman, whose current mailing address is 712 W. 4TH Ave. Lennox South Dakota 57039 (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:

The Northwest Quarter (NW1/4) of Section 4, Township 99, Range 51 West of the 5th P.M., Lincoln County, South Dakota, described in Warranty Deed dated March 23, 2004 from John R. Schoffelman a/k/a John G. Schoffelman to Janice E. Peterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltman, Marilyn J. Murray, Kevin J. Schoffelman, recorded under Book 110, Page 501, Deed Records, Lincoln County, South Dakota, less and except any conveyances heretofore made.

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

Initial _____



Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width 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.

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.

Initial _____

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 spacings, 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.

Initial _____

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 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.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed here from and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement

Initial _____

EXECUTED this _____ day of _____, 2015.

GRANTOR:

Janice E. Petterson

GRANTOR:

Mavis A. Parry

GRANTOR:

Linda A. Goulet

GRANTOR:

Corliss F. Wiebers

GRANTOR:

Shirley M. Oltmans

GRANTOR:

Marilyn J. Murray

GRANTOR:

Kevin J. Schoffelman

ACKNOWLEDGMENT

State of _____)
County of _____) ss

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

Initial _____

Exhibit A
LINCOLN COUNTY, SD
S04-R51W-T99N

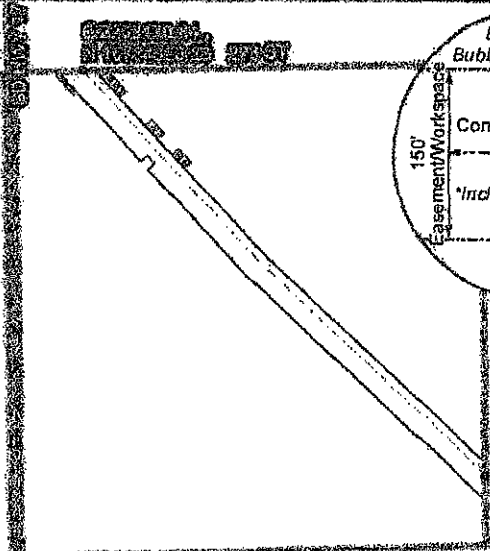


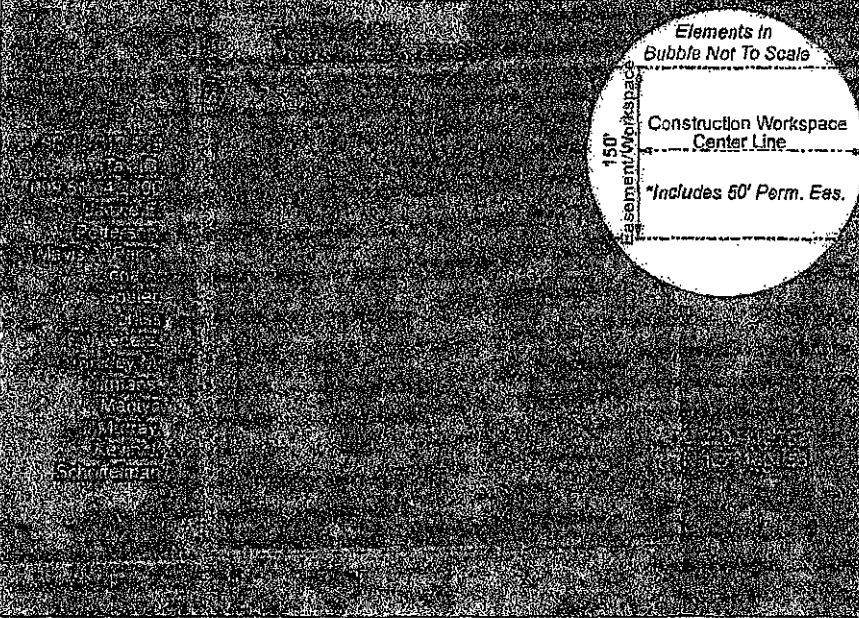
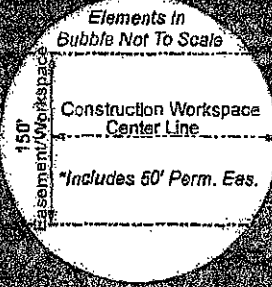













<p>SD-LI-012.519 Tax ID: 099.61.04.2000 Janice E. Pettersen, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltmans, Marilyn J. Murray, Kevin J. Schoffelman</p>		<p align="center"><i>Elements in Bubble Not To Scale</i></p> <p align="center">Construction Workspace Center Line</p> <p align="center"><i>*Includes 50' Perm. Eas.</i></p>						
<p>ROW Length: 3161.55 Ft. = 191.61 Rods Proposed Permanent Easement: 3.63 AC Temp Easement/ Workspace: 7.35 AC Add Temp Easement/ Workspace: 0.52 AC</p>		<p align="center"> DAKOTA ACCESS, LLC</p>						
<p>Linear/Area Calc = NAD 1983 UTM Zone 14N</p> <p align="center">0 1,000 Feet</p>	<p>Proposed Pipeline Easement Across: Janice E. Pettersen, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltmans, Marilyn J. Murray, Kevin J. Schoffelman</p>							
<p>Tract No.: SD-LI-012.519</p>								
<table style="width: 100%;"> <tr> <td style="width: 50%;">• Entry & Exit Points</td> <td style="width: 50%;">□ Property Boundaries</td> </tr> <tr> <td>..... Center Line</td> <td>--- Adjacent Property Boundaries</td> </tr> <tr> <td>□ Easement/Workspace</td> <td>▨ Additional Temporary Easement - Workspace</td> </tr> </table>			• Entry & Exit Points	□ Property Boundaries Center Line	--- Adjacent Property Boundaries	□ Easement/Workspace	▨ Additional Temporary Easement - Workspace
• Entry & Exit Points	□ Property Boundaries							
..... Center Line	--- Adjacent Property Boundaries							
□ Easement/Workspace	▨ Additional Temporary Easement - Workspace							
<p><i>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.</i></p>								
<p>Landowner Initials _____</p>								

Exhibit A
LINCOLN COUNTY, SD
S04-R51W-T99N

		<p><i>Elements in Bubble Not To Scale</i></p> 						
<p>ROW Length: 3161.55 Ft. = 191.61 Rods Proposed Permanent Easement: 3.63 AC Temp Easement/ Workspace: 7.35 AC Add Temp Easement/ Workspace: 0.52 AC</p>		 <p>DAKOTA ACCESS, LLC</p>						
<p>Linear/Areal Calc = NAD 1983 UTM Zone 14N</p> <p style="text-align: center;">0 1,000 Feet</p>		<p>Proposed Pipeline Easement Across: Janice E. Petterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltmans, Marilyn J. Murray, Kevin J. Schoffelman</p>						
<p>Tract No.: SD-LI-012.519</p>								
<table style="width: 100%;"> <tr> <td>• Entry & Exit Points</td> <td> Property Boundaries</td> </tr> <tr> <td>--- Center Line</td> <td> Adjacent Property Boundaries</td> </tr> <tr> <td> Easement/Workspace</td> <td> Additional Temporary Easement - Workspace</td> </tr> </table>			• Entry & Exit Points	 Property Boundaries	--- Center Line	 Adjacent Property Boundaries	 Easement/Workspace	 Additional Temporary Easement - Workspace
• Entry & Exit Points	 Property Boundaries							
--- Center Line	 Adjacent Property Boundaries							
 Easement/Workspace	 Additional Temporary Easement - Workspace							
<p><i>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.</i></p>								
<p>Landowner Initials _____</p>								

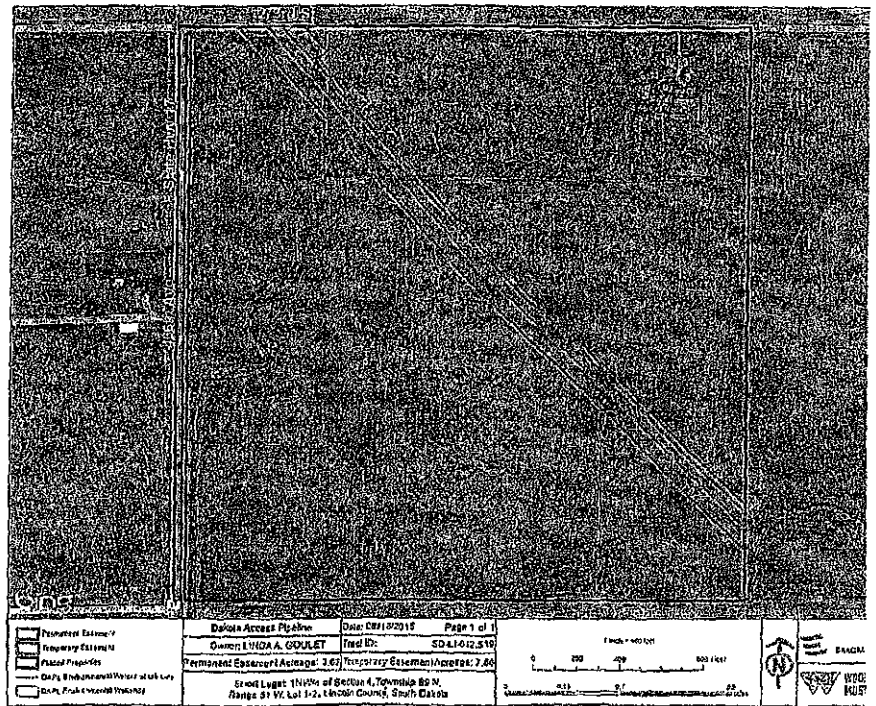


EXHIBIT 3

Pursuant to SDCL § 21-35-11, Dakota Access, LLC hereby offers to deposit with the clerk of this court the \$112,178.60 to be paid to defendants or other parties entitled thereto as compensation for all of the property taken or damaged in the Petition. If the defendants fail to accept this offer by filing notice of acceptance with the clerk of the court within ten days after service of the offer, it is deemed withdrawn and cannot be given in evidence. If the Defendants fail to obtain a judgment for a greater sum of money than offered in this offer, they cannot recover costs.