

Attachment No. 13

LAND RECLAMATION of the Bison Pipeline

TRANSCANADA'S BISON PIPELINE in
Montana 04/12/2011

Pictures: Bob Zellar – Billing Gazette
Lincoln Star Journal

A cattleguard damaged during installation of the Bison high pressure gas pipeline in southeast Montana 04/12/2011



Blowing and blown soil on Robert Rusley's property on the Bison high pressure gas pipeline right of way in southeast Montana. 10/27/2010

152



A pipeline sign lies fallen in a trench left after the soil over the Bison pipeline sunk in spring on Robert Rusley's property in southeast Montana 04/12/2011



One sign has fallen while another leans in the soft soil on the Bison high pressure gas pipeline right of way in southeast Montana 04/12/2011



Janelle Reiger walks on a concrete creek crossing damaged during installation of the Bison high pressure gas pipeline in southeast Montana 04/12/2011



Janelle Reiger stand in a trench left after the soil over the Bison pipeline sunk this spring on Wade Klauzer's property in southeast Montana 04/12/2011



Wade Kllauzer stands by a trench left after the soil over the Bison pipeline sunk this spring on his property in southeast Montana 04/12/2011



A pipeline sign lies fallen in a trench left after the soil over the Bison pipeline
sunk this spring on Robert Rusley's property in southeast Montana
04/12/2011



Water erosion on Wade Klauzer's property on the Bison high pressure gas pipeline right of way in southeast Montana 04/12/2011



Janelle Reiger walks by a trench left after the soil over the Bison pipeline sunk this spring in southeast Montana 04/12/2011



















2ND PAYMENT FOR 2022-2023

Second half taxes are delinquent after October 31st. Payments received after the 31st will be required to include interest and penalties.



PARCEL NO.: 012720
 BILL NO.: 5573.0
 2ND INSTALLMENT AMOUNT DUE: \$2,961.26
 TOTAL AMOUNT REMITTED: _____

(PARTIAL PAYMENTS ARE NOT ACCEPTABLE)

GEIDE, ORRIN EARLE
 46134 263RD ST
 HARTFORD, SD 57033-6709

Mail to:



Treasurer

Administration Building, 1st Floor
 415 N. Dakota Avenue, Sioux Falls, SD 57104
 Strong Foundation. Strong Future.

~~This is your 2022 property tax statement. These taxes are payable in 2023.~~

NOTICE OF TAXES DUE

Minnehaha County Treasurer • 415 N. Dakota Ave. • Sioux Falls, SD 57104-2465

Receipt by request only and you must provide a self addressed stamped envelope.

Your payment will be returned if you do not include a parcel #, bill # or address for the property you wish to pay.

YOUR PROPERTY INFORMATION:

PARCEL NO.: 012720
 BILL NO.: 5573.0

LEGAL DESCRIPTION OF PROPERTY (FOR TAX PURPOSES ONLY)
 SW1/4 5 101 51 WALL LAKE TOWNSHIP 101-51

46134 263RD ST

AMOUNT OF TAXES DUE TO A LOCAL DECISION TO OPT OUT OF TAX LIMITATION
 Opt Out BELOW, SHOW INCREASE CAUSED BY OPTING OUT OF TAX FREEZE

If you are 65 years old or older and meet income guidelines, you may qualify for an Elderly and Disabled property tax freeze. If you are delinquent with your property taxes and are 70 years old or older you must notify the County Treasurer's office by the 3rd Monday in December. For more information call 605-367-4211

VALUATION, TAX AMOUNTS, AND TOTAL DUE:

VALUE	TAXABLE		MILL LEVY	AMOUNT	
640,100	546,370	Minnehaha Cnty	3.069	1,676.81	406.50 *Opt Out*
640,100	546,370	Fire	0.130	71.03	
640,100	546,370	Library	0.283	154.63	
640,100	447,440	West Central Sch	6.483	2,900.76	79.64 *Opt Out*
640,100	98,930	West Central Sch	8.398	830.81	39.37 *Opt Out*
640,100	546,370	TOTAL		3,731.57	119.01 *Opt Out*
640,100	546,370	Wall Lake Township	0.506	276.46	
640,100	546,370	East Dakota Water	0.022	12.02	

DUE APRIL 30TH \$2,961.26 DUE OCTOBER 31ST \$2,961.26 TOTAL TAX AMOUNT \$5,922.52

2ND PAYMENT FOR 2022-2023

Second half taxes are delinquent after October 31st. Payments received after the 31st will be required to include interest and penalties.



PARCEL NO.: 012719
BILL NO: 5572.0
2ND INSTALLMENT AMOUNT DUE: \$1,551.92
TOTAL AMOUNT REMITTED: _____

(PARTIAL PAYMENTS ARE NOT ACCEPTABLE)

GEIDE, ORRIN E
26245 461ST AVE
HARTFORD, SD 57033

Mall to:



Treasurer

Administration Building, 1st Floor
415 N. Dakota Avenue, Sioux Falls, SD 57104
Strong Foundation. Strong Future.

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NOTICE OF TAXES DUE

Minnehaha County Treasurer • 415 N. Dakota Ave. • Sioux Falls, SD 57104-2465

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Your payment will be returned if you do not include a parcel #, bill # or address for the property you wish to pay.

YOUR PROPERTY INFORMATION:

PARCEL NO.: 012719
BILL NO.: 5572.0

LEGAL DESCRIPTION OF PROPERTY(FOR TAX PURPOSES ONLY)

NW1/4 5 101 51 WALL LAKE TOWNSHIP 101-51

AMOUNT OF TAXES DUE TO A LOCAL DECISION TO OPT OUT OF TAX LIMITATION
Opt Out BELOW, SHOW INCREASE CAUSED BY OPTING OUT OF TAX FREEZE

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VALUATION, TAX AMOUNTS, AND TOTAL DUE:

VALUE	TAXABLE		MILL LEVY	AMOUNT	
348,000	295,800	Minnehaha City	3.069	907.82	220.08 *Opt Out*
348,000	295,800	Fire	0.130	38.45	
348,000	295,800	Library	0.283	83.71	
348,000	295,800	West Central Sch	6.483	1,917.68	52.65 *Opt Out*
348,000	295,800	Wall Lake Township	0.506	149.67	
348,000	295,800	East Dakota Water	0.022	6.51	

DUE APRIL 30TH

\$1,551.92

DUE OCTOBER 31ST

\$1,551.92 TOTAL TAX AMOUNT

\$3,103.84

2ND PAYMENT FOR 2022-2023

Second half taxes are delinquent after October 31st. Payments received after the 31st will include interest and penalties.



PARCEL NO.: 092671
 BILL NO: 73197.0
 2ND INSTALLMENT AMOUNT DUE: \$953.45
 TOTAL AMOUNT REMITTED: _____

(PARTIAL PAYMENTS ARE NOT ACCEPTABLE)

GEIDE, ORRIN E
 46134 263RD ST
 HARTFORD, SD 57033

Mail to:



Treasurer
 Administration Building, 1st Floor
 415 N. Dakota Avenue, Sioux Falls, SD 57104
 Strong Foundation. Strong Future.

This is your 2022 Property Tax Statement. These taxes are payable in 2023.

NOTICE OF TAXES DUE

Minnehaha County Treasurer • 415 N. Dakota Ave. • Sioux Falls, SD 57104-2465

Receipt by request only and you must provide a self addressed stamped envelope.

Your payment will be returned if you do not include a parcel #, bill # or address for the property you wish to pay.

YOUR PROPERTY INFORMATION:

PARCEL NO.: 092671
 BILL NO.: 73197.0

LEGAL DESCRIPTION OF PROPERTY (FOR TAX PURPOSES ONLY)

N1/2 NW1/4 8-101-51 WALL LAKE TOWNSHIP 101-51

AMOUNT OF TAXES DUE TO A LOCAL DECISION TO OPT OUT OF TAX LIMITATION
 Opt Out BELOW, SHOW INCREASE CAUSED BY OPTING OUT OF TAX FREEZE

If you are 65 years old or older and meet income guidelines, you may qualify for an Elderly and Disabled property tax freeze. If you are delinquent with your property taxes and are 70 years old or older you must notify the County Treasurer's office by the 3rd Monday in December. For more information call 605-367-4211

VALUATION, TAX AMOUNTS, AND TOTAL DUE:

VALUE	TAXABLE		MILL	LEVY	AMOUNT	
213,800	181,730	Minnehaha Cnty	3.069		557.73	135.21 *Opt Out*
213,800	181,730	Fire	0.130		23.62	
213,800	181,730	Library	0.283		51.43	
213,800	181,730	West Central Sch	6.483		1,178.16	32.35 *Opt Out*
213,800	181,730	Wall Lake Township	0.506		91.96	
213,800	181,730	East Dakota Water	0.022		4.00	

Spec

DUE APRIL 30TH \$953.45 DUE OCTOBER 31ST \$953.45 TOTAL TAX AMOUNT \$1,906.90

Dow



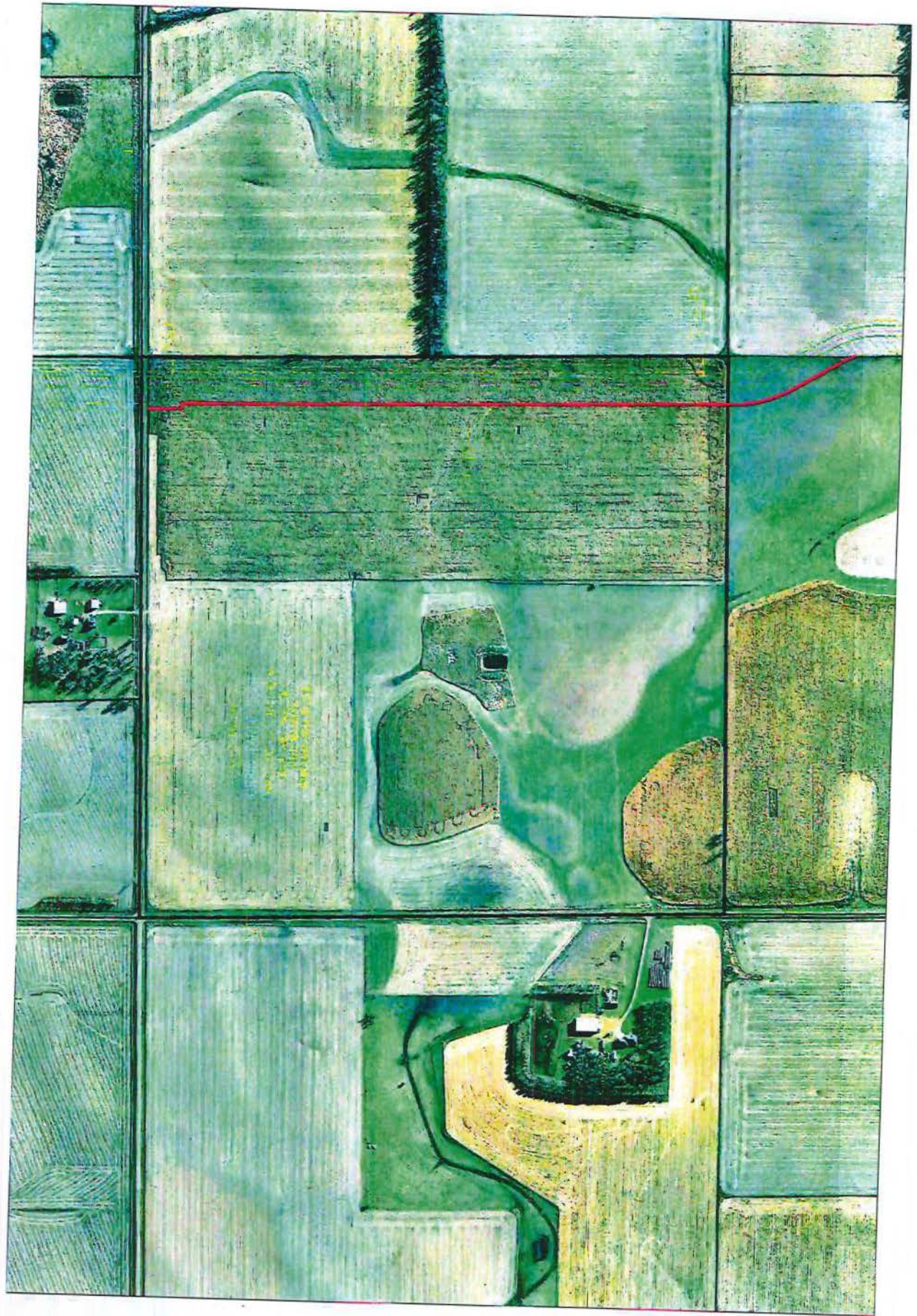
Google earth



10000' - 4"	1.30	13000.00	includes 1000' - 6" 1000' 4"
4600' - 6"	2.00	9200.00	
3 - 6" outlets		300.00	in rented land.
17 connections		595.00	
5 hrs Dug in Extra Depth		750.00	
		23845.00	
Excise Tax		476.90	
		24798.80	

Estimate

Martin Steffman



**Geide, Orrin
south 80
south 80**



**Geide, Orrin
Home Section
North Half**



VANDERSNICK EXCAVATING LLC

48587 254 St
 GARRETSON, SD 57030

Statement

Date
11/24/2020

To:
Orrin Geide 46134 263 St Hartford SD 57033

Due Date	12/9/2020	Amount Due	Amount Enc.
		\$15,602.06	

Date	Transaction	Amount	Balance
11/24/2020	INV #10692. Due 12/09/2020. Orig. Amount \$15,602.06. --- November 19, 2020 install water line --- --- water pipe 4,150 ft at \$3.50 per foot \$14,520.00 --- fittings for water pipe \$630.00 --- excise on water line \$309.21 --- Total for water line \$15,459.21 --- --- hydrant \$142.85	15,602.06	15,602.06

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
15,602.06	0.00	0.00	0.00	0.00	\$15,602.06



INVOICE

Geide, Orrin

Invoice Date
Jun 10, 2022

Invoice Number
INV-0263

Reference
tile rerouting

Kaffar, Thomas Joseph
45539 260th St
HUMBOLDT SD 57035

Description	Quantity	Unit Price	Tax	Amount USD
6" perforated tile	185.00	1.05	2.041%	194.25
316E Cat Excavator	5.00	160.00	2.041%	800.00
299D3 Cat Compact Track Loader	2.00	110.00	2.041%	220.00
Moving, Relocating, & Setup	1.00	250.00	2.041%	250.00
6" Dual Wall tile Non Perf	20.00	4.00	2.041%	80.00
Site Labor	7.50	25.00	2.041%	187.50
			Subtotal	1,731.75
			TOTAL SD EXCISE TAX 2.041%	35.34
			TOTAL USD	1,767.09

Due Date: Jul 10, 2022



INVOICE

Geide, Orrin

Invoice Date
Jul 1, 2020

Invoice Number
INV-0058

Reference
Home 1/4

Kaffar, Thomas Joseph
45539 260th St
HUMBOLDT SD 57035

Description	Quantity	Unit Price	Tax	Amount USD
12" perforated tile	665.00	4.50	2.041%	2,992.50
10" perforated tile	3392.00	3.70	2.041%	12,550.40
8" perforated tile	2673.00	2.50	2.041%	6,682.50
6" perforated tile	2788.00	1.675	2.041%	4,669.90
4" perforated tile	19220.00	1.275	2.041%	24,505.50
12" Dual Wall tile Non Perf	20.00	6.50	2.041%	130.00
Tile Junction	37.00	50.00	2.041%	1,850.00
Moving, Relocating, & Setup	0.75	600.00	2.041%	450.00
Excavating, hill cut	1.00	3,275.00	2.041%	3,275.00
6" non perforated tile	500.00	1.79	2.041%	895.00
6" Dual Wall tile Non Perf	20.00	3.00	2.041%	60.00
			Subtotal	58,060.80
			TOTAL SD EXCISE TAX 2.041%	1,185.01
			TOTAL USD	59,245.81
			Less Amount Paid	59,245.81
			AMOUNT DUE USD	0.00

Due Date: Aug 14, 2020



INVOICE

Geide, Orrin

Invoice Date
Jul 20, 2020

Kaffar, Thomas Joseph
45539 260th St

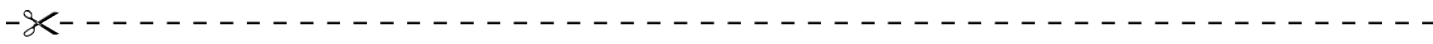
Invoice Number
INV-0062

HUMBOLDT SD 57035

Reference
south of road, East side

Description	Quantity	Unit Price	Tax	Amount USD
4" perforated tile	5182.00	1.315	2.041%	6,814.33
6" Dual Wall tile Non Perf	40.00	3.00	2.041%	120.00
6" perforated tile	12.00	1.75	2.041%	21.00
Tile Junction	7.00	50.00	2.041%	350.00
Excavating, ditch cleanout and install of dual wall	1.00	325.00	2.041%	325.00
			Subtotal	7,630.33
			TOTAL SD EXCISE TAX 2.041%	155.73
			TOTAL USD	7,786.06

Due Date: Aug 24, 2020



PAYMENT ADVICE

To: Kaffar, Thomas Joseph
45539 260th St
HUMBOLDT SD 57035

Customer Geide, Orrin
Invoice Number INV-0062

Amount Due **7,786.06**
Due Date Aug 24, 2020

Amount Enclosed _____

Enter the amount you are paying above



INVOICE

Geide, Orrin

Invoice Date
Aug 13, 2020

Kaffar, Thomas Joseph
45539 260th St

Invoice Number
INV-0072

HUMBOLDT SD 57035

Reference
QU-0106 south, west side

Description	Quantity	Unit Price	Tax	Amount USD
6" Dual Wall tile Non Perf	14.00	3.00	2.041%	42.00
6" perforated tile	1475.00	1.70	2.041%	2,507.50
4" perforated tile	6110.00	1.29	2.041%	7,881.90
Tile Junction	10.00	50.00	2.041%	500.00
Moving, Relocating, & Setup	0.00	600.00		0.00
			Subtotal	10,931.40
			TOTAL SD EXCISE TAX 2.041%	223.12
			TOTAL USD	11,154.52
			Less Amount Paid	11,154.52
			AMOUNT DUE USD	0.00

Due Date: Sep 10, 2020



**BREIT
LAW OFFICE, P.C.**

Robert J. Breit
Glenn J. Boomsma*
David L. Edwards
Donald H. Breit - Of Counsel
Members of South Dakota Bar
*Member of Minnesota Bar

April 25, 2016

Via Hand Delivery

Susan Bergman
Dakota Access, LLC
4401 South Technology Drive, South Suite
Sioux Falls, SD 57106

RE: Dakota Access, LLC/Orrin E. Geide

Dear Susan:

Enclosed please find the original Easement Agreement with respect to the above-entitled matter. Please return a notarized copy after Dakota Access, LLC has executed the same. Thank you.

Very truly yours,
BREIT LAW OFFICE, P.C.

Glenn J. Boomsma
GJB/jp

Enclosures

cc: Orrin E. Geide

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-MI-063.511
PARCEL ID: 07000-10052-241-00
COUNTY: Minnehaha

EASEMENT AGREEMENT

This Easement Agreement ("Agreement"), dated this ____ day of _____, 2016, is between:

- (a) **Orrin E. Geide, a single person, whose mailing address is 46134 263rd Street, Hartford, South Dakota 57033 (hereinafter collectively referred to as "Grantor", whether one or more); and**
- (b) **Dakota Access, LLC, a Delaware limited liability company, 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) non-refundable, except as to failure of title, 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, abandoning in place and removing 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:

Initials



The SW ¼ of Section 5, Township 101 North, Range 51 West of the 5th P.M., Minnehaha County, South Dakota, described in Warranty Deed dated January 25, 1994 from Earle Geide and Cornelia Rose Geide to Orrin Earle Geide, recorded in Book 428, Page 199, Deed Records, Minnehaha County, South Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a schematic diagram 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 immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement. The location of the Pipeline Easement and the Access Easement shall not deviate or change from that which is depicted on Exhibit A. Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement and replace 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 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 rerecorded Agreement.

It is further agreed as follows:

1. **Use Of Easement:** 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, installing, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing the Easements across the Pipeline Easement, inspecting, patrolling, protecting, repairing, abandoning in place and removing, in whole or in part, a pipeline, for the transportation of oil, together with below-ground appurtenances as may be necessary or desirable for the operation of the pipeline, over through, across, under and upon the Grantor's Property, subject to the terms and conditions below;

- (a) In no event can the pipeline exceed 30" in diameter. Also, in no event can more than one pipeline be installed in the Easement area;
- (b) The centerline of the pipeline shall, in all instances, lie in the middle of the Pipeline Easement as it is shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width;

Initials _____



(c) 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;

(d) 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, no less than twenty four inches (24") from the top of the pipe to the normal surface of the ground through the rock, 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 ; provided, however, Grantor shall have the option to cause the pipeline to be lowered to no less than sixty inches (60") from the top of the pipe to the normal ground surface at such locations as designated by Grantor to Grantee in writing not less than thirty (30) days prior to the date that Grantee commences the installation of the pipeline; and

(e) Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

2. **Slope Of Easement Area:** Subject to Section 5 below, 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. **Access To Easement Area:** 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 only for purposes necessary, and at all times convenient, to exercise the rights granted to it by this Agreement. The location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, shall 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

Initials



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.

4. **Consideration Of Easement:** The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and, except as provided herein below, 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 damages caused to growing crops for the initial 3 year period following commencement of construction on the Pipeline Easement, Temporary Construction Easement, and Access Easement. Grantee also will be responsible for paying any verifiable future damages to Grantor's crops beyond the 3 year period. Additionally, Grantee will pay Grantor (or, if leased, to Grantor's tenant) for any verifiable damages caused to livestock due to (a) Grantee's construction activities during the periods of the original construction of the pipeline, or (b) Grantee's subsequent reclamation activities.

5. **Restoration Of Easement Ground And Area:** Grantee will, insofar as practicable, restore the ground (inclusive of ground's slope and cut) and areas 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 Grantor's Property from soil erosion resulting from operations of Grantee hereunder. Grantee shall restore all topsoil to the entire Easement area. Further, Grantee will restore and return the nutrient level in the Grantor's Property to the same level as it was prior to construction. 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, access driveways/approaches, and access roads 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. **Grass Reclamation and Inspection:** Grantee shall utilize all best practice methods to fully reclaim existing grassland or grazing land impacted by pipeline construction. Upon reasonable advance notice, Grantor and his or her consultant (if retained by Grantor) will be given a reasonable opportunity to inspect and review all Grantee's grassland reclamation plans and procedures.

7. **Farming/Grazing Of Easement Area:** Grantor excepts and excludes from the Pipeline Easement, and reserves to Grantor, the right to farm the Pipeline Easement and to graze livestock thereon. Grantor further reserves the right to build and maintain fences, terraces, power lines, pipelines, paved roads, and parking areas across the Pipeline Easement as well as the right to fully use and enjoy the said premises in any manner on the Pipeline Easement except for the purposes granted to the said Grantee. Grantor reserves the right to convey similar rights and privileges to such other persons and at such other times as Grantor may so desire, provided that such additional rights and privileges granted shall be exercised in a reasonable manner so as not to interfere with the rights of Grantee herein.

Initials



8. **Interference Of Easement Area:** 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; (5) plant trees or landscaping or (6) install any 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 reasonable 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.

9. **Prevention Of Interference Of Easement Area:** 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 within the terms of this Agreement.

10. **Reservation Of Oil, Gas, And Mineral Rights:** 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.

11. **Access During Construction:** During the project construction, Grantee will install temporary cross overs across the pipeline ditch at approximate intervals not in excess of 1,000 feet so that Grantor is able to fully access and utilize such cross overs to cross the pipeline easement with Grantor's farm equipment and livestock. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be re-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 any livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

Initials _____



12. **Restoration Of Easement Area:** 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. **Temporary Fencing:** Grantor agrees that the consideration paid by Grantee in this agreement includes any and all costs incurred by Grantor for installing approximately 3,362.0 feet of temporary fencing along and outside the western boundaries of the Easements so as to prevent Grantor's livestock from entering the Easements during the initial construction of the pipeline. Grantee is not responsible for the removal or disposal of such fencing. Grantor is entitled to ownership of the temporary fence upon Grantee's completion of its construction activity.

14. **Livestock Compensation:** Grantor agrees that the consideration paid by Grantee in this agreement includes any and all costs incurred by Grantor for removing, relocating, or separating Grantor's livestock from the Easements during the initial construction of the pipeline. Grantor agrees Grantee is not responsible for any damage or injuries to livestock should such damage or injury occur as a result of Grantor's inability or failure to prevent livestock from entering the pipeline construction area.

15. **Indemnification:** Grantee hereby agrees to indemnify, reimburse, and hold Grantor harmless from and against any claim or liability or loss in relation to (a) any and all activities of use or operation of the pipeline by Grantee and its successors and assigns, including but not limited to claims for personal injury, death, casualty, property damage or acts of God, together with any such claims of loss in relation to leaks or spills of the products being transported through the pipeline; (b) Grantee's breach of any covenants of this Agreement, any representations and warranties contained in this Agreement, (c) any mechanic's, materialman's and/or vendor liens filed against and/or on Grantor's Property as a result of Grantee's conduct and/or non-payment of materials or services, and (d) any attorney fees incurred by Grantor in connection with enforcement of this Agreement, if Grantor is the prevailing party. Further, Grantee agrees to defend Grantor from the above described items listed in this Section 15 excepting, however, such claims, liabilities or damages as may be due to or caused by the recklessness, gross negligence or intentional conduct of Grantor, its servants, or agents.

16. **Assignment And Perpetuity Of Easement:** 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. However, Grantee shall notify Grantor in writing of any and all assignments of this Agreement. Grantee acknowledges that an assignment of this Agreement does not relieve or absolve Grantee's obligations to Grantor stemming from this Agreement. 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) warrants 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.

Initials



17. **Property Of Grantee:** 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.

18. **Applicability Of Laws:** This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of South Dakota and all applicable federal laws.

19. **Counterparts:** 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, subsequent Exhibit A-1 and the as-built survey and Exhibit B, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

20. **Entire Agreement:** 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.

21. **Severability:** 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.

22. **Termination Of Easement:** This Agreement shall terminate upon the following;

- (a) Grantee fails to commence construction of the pipeline within five (5) years from the date of this Agreement or twenty four (24) months from the time Grantee receives all necessary permits to construct the entire pipeline, whichever occurs sooner; or
- (b) In the event that use of the pipeline facilities by Grantee, its successors and assigns shall not be maintained for the purpose herein granted for a period of two (2) consecutive years, then, upon receipt of the appropriate government approvals for abandonment, Grantee shall have no further rights in the lands or the Permanent Easement Area except, at the option of Grantee, the right to abandon the subsurface pipeline facilities in place or the right and privilege to remove the Pipeline Facilities. In the event Grantee elects to remove the subsurface pipeline facilities, Grantee shall restore the surface of the Permanent Easement Area as near as is reasonably practicable to its condition prior to such removal at its sole expense consistent with the requirements contained in Section 5 hereinabove. Grantee, its successors or assigns shall, within six (6) months after the abandonment or removal of the pipeline facilities, file with the Office of the respective Register of Deeds Office a release of the right, title and interest of Grantee in and to Grantor's Property the lands and Permanent Easement Area.

Initials



23. **Insurance Coverage:** Grantee shall maintain or shall cause to be maintained, in full force and effect throughout the term of this Agreement and until such time as the Pipeline and related property are removed (or properly sealed, as the case may be) and the disturbed surface is remediated and restored, at its sole cost and expense, the insurance described below, with coverages and limits at levels customary in the industry for performing work, activities, operations and services similar to those to be performed as described in this Agreement but at levels not less than the minimums indicated;

- (a) Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit;
- (b) Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, premises operation, explosion and collapse hazard, underground hazard, products/completed operations, contractual, and personal injury liability, with a limit of \$10,000,000 per occurrence;
- (c) Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of \$1,000,000 per accident;
- (d) Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in subsections (a), (b), and (c) above with a limit of \$5,000,000 per occurrence in excess of the other insurance coverages and policy limits stated herein; and
- (e) Upon execution of this Agreement, Grantee shall furnish Grantor a certificate of insurance evidencing the coverage required herein. To the extent allowed by law, Grantee shall name Grantor as an additional insured under Grantee's insurance policies to the extent of Grantee's indemnity obligations hereunder, which policies shall include waiver of subrogation in favor of Grantor.

24. **Inspection Of Easement Area:** Provided that Grantor's inspection does not obstruct or interfere with Grantee's construction activities, Grantor at its sole risk and expense, Grantor shall have the right to inspect of any above ground portion of the pipeline or the Easement area without the requirement of notice for the same to Grantee.

25. **Maintenance And Repair Of Pipeline Facilities:** Grantee shall at all times be responsible for the maintenance and repair of the pipeline and the Pipeline Easement and including, but not limited, to sink holes or settling of the Pipeline easement surface area, and Grantee hereby agrees to be responsible to repair or pay any damages caused by its failure to maintain or repair the pipeline or Pipeline Easement consistent with the requirements contained in Section 5 hereinabove. Further, Grantee agrees Grantor shall not be responsible nor shall be liable to any party for Grantee's failure to maintain or repair the pipeline or Pipeline Easement.

Initials



26. **Installation Of Future Drain Tile:** After construction, should Grantor desire to install any new lateral tiles, Grantor agrees as follows:

- (a) Grantor shall provide Grantee with detailed construction drawings at least five (5) days prior to the date that Grantor intends to install same;
- (b) A Grantee representative must have the opportunity to be present and be notified at least forty-eight (48) hours in advance by calling telephone number 844-708-2635, prior to any work (excavation or operation of heavy equipment) within the 50' permanent Easement;
- (c) Grantor shall place a "One-Call Notification" to the one-call notification center not less than forty-eight (48) hours prior to digging;
- (d) Grantee's Pipeline shall be located before Grantor's lateral lines are constructed or installed;
- (e) Grantee requires a minimum clearance of 12 inches be maintained between the outside diameter of Grantee's Pipeline (top, bottom and sides) and any of Grantor's facilities;
- (f) Grantor agrees that the protection of the Pipeline will be maintained at all times; and
- (g) Grantor agrees to alter, modify or halt any construction activity, which in the opinion of Grantee's onsite inspector, threatens or endangers Grantee's Pipeline.

27. **Protection And Preservation Of Existing Drain Tile:** During construction of the pipeline, Grantee shall exercise all reasonable efforts to protect existing drain tile in the Pipeline Easement area, including but not limited to, placing matting over the top of all known existing drain tile to maximize weight distribution of the pipeline construction equipment over and near existing drain tile(s) or use of Tile Bridges or other comparable products, should Grantee deem such measures as necessary to protect same; and Grantee further agrees it shall be responsible to pay any damages caused to such unrepaired existing drain tile, whether damage is to the drain tile itself or for any other damages caused by the damaged drain tile including, but not limited to, flooding, crop damage, property damage, and bodily injury. Upon reasonable advance notice not in excess of twenty four (24) hours prior to the backfill of dirt into the trench, Grantor and her own drain tile consultant will be given a reasonable opportunity to inspect all drain tile repairs and/or installation.

28. **Relocation Or Repurposing Of Pipeline:** Grantee may not relocate the pipeline or use the Easement for any other purpose without Grantor's prior written consent.

Initials



29. **No Repair Or Maintenance Obligations Of Grantor:** Grantor shall have absolutely no duty or responsibility whatsoever with respect to the operation, repair or maintenance of the pipeline or Easement areas.

30. **Venue Of Actions:** This Agreement together with any dispute relating thereto shall be construed according to the laws of the State of South Dakota, and shall be brought in the South Dakota county in which Grantor's Property is located.

31. **Incorporation Of PUC Final Decision And Order:** The Public Utility Commission's December 14, 2015 Final Decision And Order (together with the Exhibit A – Permit Conditions attachment), is attached collectively hereto as Exhibit B, and, shall be fully incorporated into this Agreement. If the terms of this Agreement conflict with the terms of the said PUC Final Decision And Order, then the terms of this Agreement control.

32. **Notices:** All notices require to be given shall be in writing and mailed, postage prepaid and deposited with United States Post Office addressed to the parties as follows:

To Grantors:

**Orrin E. Geide, a single person
46134 263rd Street
Hartford, SD 57033**

With copy to:

**Breit Law Office, P.C.
Attn: Glenn Boomsma
606 East Tan Tara Circle
Sioux Falls, SD 57108**

To Grantee:

**Dakota Access, LLC
c/o Micah Rorie
1300 Main Street
Houston, TX 77002**

With copy to:

**May, Adam, Gerdes & Thompson, LLP
c/o Brett Koenecke and Justin Bell
PO Box 160
Pierre, SD 57501**

33. **Time of the Essence:** Time is important in the performance of the obligations by the parties of this Agreement.

34. **Disclaimer By Grantor:** Grantee hereby agrees that the Easements are conveyed by Grantor to Grantee AS-IS, WHERE IS, and WITH ALL FAULTS, and that the Grantor MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO MAINTENANCE, CONDITIONS, COMPACTION, SOIL TYPE, DRAINAGE, OR DESIGN OF THE EASEMENT AREAS OR OF GRANTOR'S PROPERTY, AND EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOWEVER; ALTHOUGH GRANTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, GRANTEE MAY RELY ON INFORMATION PROVIDED BY GRANTOR, IF ANY, RELATED TO COMPACTION,

initials

SOIL TYPE, DRAINAGE, OR OTHER FEATURES OF THE EASEMENTS REFERENCED
IN THIS AGREEMENT.

Initials

OB

Dated this 25 day of April, 2016.

Grantor:

Orrin E. Geide
Orrin E. Geide

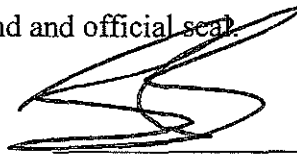
ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)

COUNTY OF Lincoln) : SS

On this the 25 day of April, 2016 before me, the undersigned officer, personally appeared Orrin Geide known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same as the Grantor for the purposes therein contained.

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



Notary Public - South Dakota

My Commission Expires: 10/30/16
(SEAL)

Initials OG

Grantee:

DAKOTA ACCESS, LLC

By: Robert Rose

Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2016.

Notary Public, State of Texas

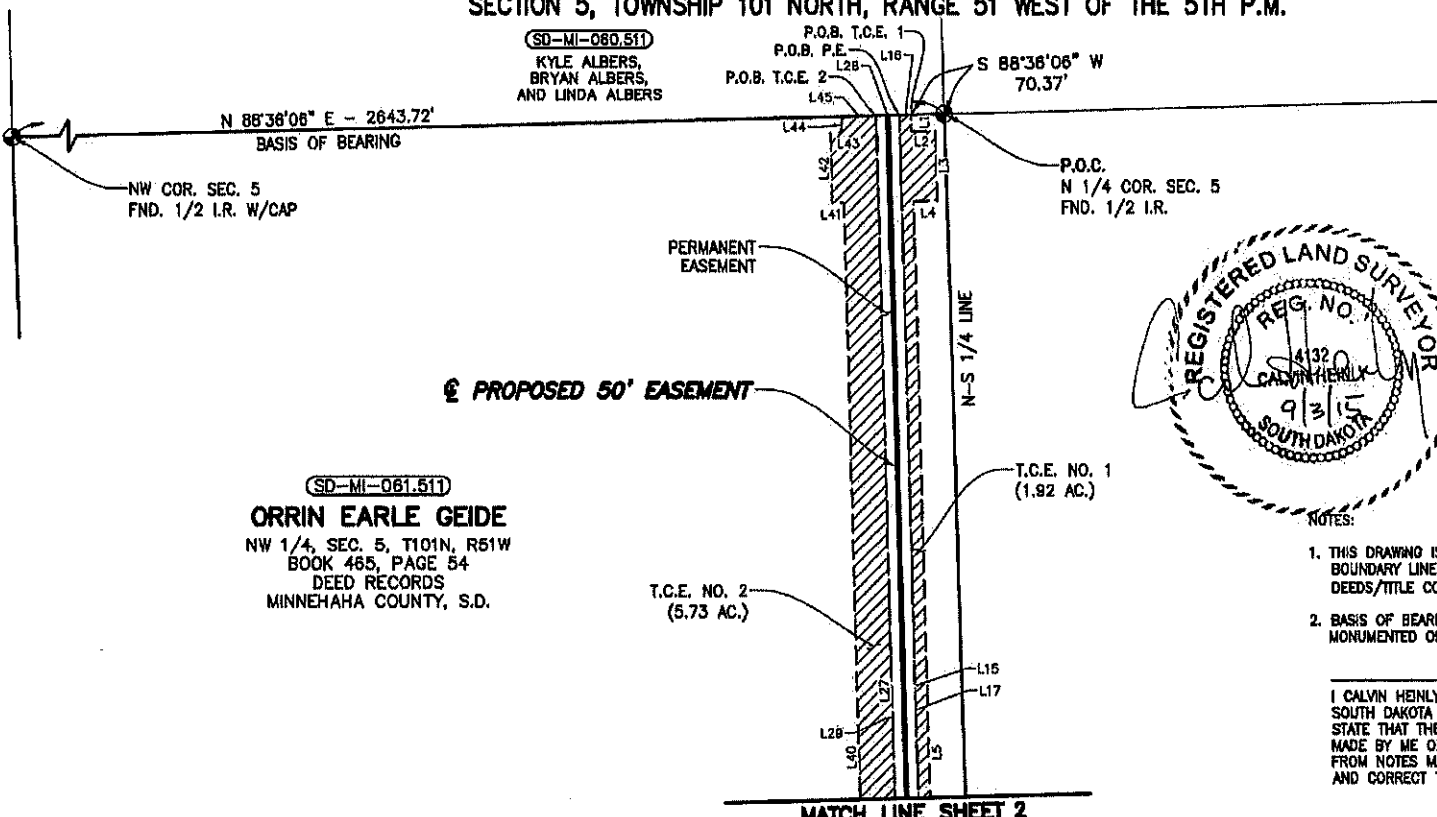
My Commission Expires: _____

Initials RB

MINNEHAHA COUNTY, SOUTH DAKOTA

SECTION 5, TOWNSHIP 101 NORTH, RANGE 51 WEST OF THE 5TH P.M.

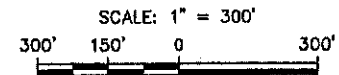
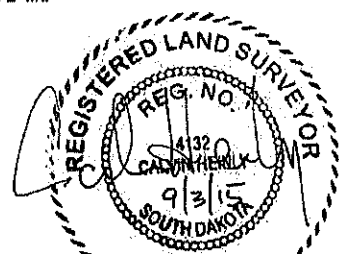
(SD-MI-080.511)
KYLE ALBERS,
BRYAN ALBERS,
AND LINDA ALBERS



(SD-MI-061.511)
ORRIN EARLE GEIDE
NW 1/4, SEC. 5, T101N, R51W
BOOK 465, PAGE 54
DEED RECORDS
MINNEHAHA COUNTY, S.D.

T.C.E. NO. 2
(5.73 AC.)

T.C.E. NO. 1
(1.92 AC.)



- LEGEND**
- P.O.C. - POINT OF COMMENCEMENT
 - P.O.B. - POINT OF BEGINNING
 - P.E. - PERMANENT EASEMENT
 - T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
 - - SECTION OR QUARTER CORNER
 - - FOUND MONUMENT

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 14, USSF AS SHOWN AND MONUMENTED ON THE ATTACHED DRAWING.

I CALVIN HEINTZ REGISTERED LAND SURVEYOR, SOUTH DAKOTA NUMBER LS-4132 DO HERE BY STATE THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, FROM NOTES MADE IN THE FIELD, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

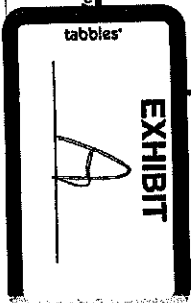
MATCH LINE SHEET 2

SHEET 1 OF 4

LENGTH OF PROPOSED PIPELINE: 3136.01 FEET = 190.06 RODS
PERMANENT EASEMENT: (3.60 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (7.65 AC.)

				DAKOTA ACCESS, LLC	
				PROPOSED 50-FOOT EASEMENT	
				ORRIN EARLE GEIDE	
				SOUTH DAKOTA	
PROJECT NO. 10395700		MINNEHAHA COUNTY		REV.	
0	08/07/15	ARC	USE/ACQUISITION	DATE: 08/07/15	DWG. NO.
REV.	DATE	BY	DESCRIPTION	CHECKED BY: EFG	DATE: 08/07/15
WOOD GROUP MUSTANG, INC.			SOUTH DAKOTA REGISTERED ENGINEERING FIRM 0-7145		SD-MI-061.511
			SCALE: 1" = 300'		SD-MI-063.511
			APP.:		0

C:\pds\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_FLAT_SOUTH_DAKOTA\MINNEHAHA\SD-MI-061.511.dwg PLOT DATE: 9/2/2015 BY: FONTENOT, SHAWN



MINNEHAHA COUNTY, SOUTH DAKOTA

SECTION 5, TOWNSHIP 101 NORTH, RANGE 51 WEST OF THE 5TH P.M.

MATCH LINE SHEET 1

PROPOSED 50' EASEMENT

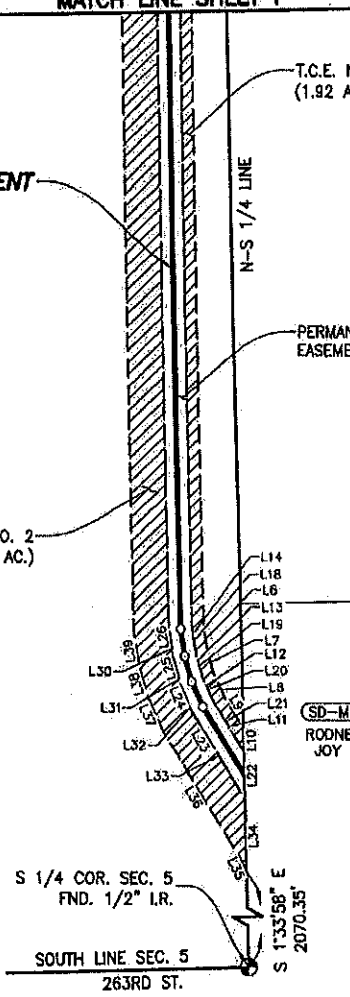
(SD-MI-061.511)
ORRIN EARLE GEIDE
 NW 1/4, SEC. 5, T101N, R51W
 BOOK 465, PAGE 54
 DEED RECORDS
 MINNEHAHA COUNTY, S.D.

(SD-MI-063.511)
ORRIN EARLE GEIDE
 SW 1/4, SEC. 5, T101N, R51W
 BOOK 428, PAGE 199
 DEED RECORDS
 MINNEHAHA COUNTY, S.D.

(SD-MI-064.511)
**RODNEY L. AND
 JOY A. HOHN**

T.C.E. NO. 2
 (6.73 AC.)

T.C.E. NO. 1
 (1.82 AC.)

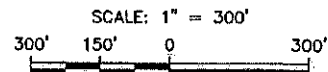


T.C.E. No. 1 Line Table		
LINE #	LENGTH	BEARING
L1	35.64'	S1'22'41"E
L2	50.00'	N88'46'12"E
L3	150.00'	S1'22'41"E
L4	50.00'	S88'37'19"W
L5	2599.97'	S1'22'41"E
L6	52.96'	S8'50'52"E
L7	49.42'	S16'19'03"E
L8	52.96'	S23'47'14"E
L9	81.14'	S31'15'26"E
L10	50.47'	S1'33'58"E
L11	126.82'	N31'15'26"W
L12	56.23'	N23'47'14"W
L13	52.68'	N16'19'03"W
L14	56.23'	N8'50'52"W
L15	2787.36'	N1'22'41"W
L16	25.00'	N88'36'06"E

P.E. Line Table		
LINE #	LENGTH	BEARING
L25	59.21'	N16'19'03"W
L26	62.75'	N8'50'52"W
L27	2780.61'	N1'22'41"W
L28	50.00'	N88'36'06"E

T.C.E. No. 2 Line Table		
LINE #	LENGTH	BEARING
L29	2790.61'	S1'22'41"E
L30	62.75'	S8'50'52"E
L31	59.21'	S16'19'03"E
L32	62.75'	S23'47'14"E
L33	217.57'	S31'15'26"E
L34	160.88'	S1'33'58"E
L35	36.06'	N23'47'13"W
L36	326.46'	N31'15'26"W
L37	72.55'	N23'47'14"W
L38	69.00'	N16'19'03"W
L39	72.55'	N8'50'52"W
L40	2610.28'	N1'22'41"W
L41	25.00'	S88'37'19"W
L42	150.06'	N1'22'41"W
L43	25.00'	N88'46'12"E
L44	35.20'	N1'22'41"W
L45	75.00'	N88'36'06"E

P.E. Line Table		
LINE #	LENGTH	BEARING
L17	2787.36'	S1'22'41"E
L18	56.23'	S8'50'52"E
L19	52.68'	S16'19'03"E
L20	56.23'	S23'47'14"E
L21	126.82'	S31'15'26"E
L22	100.84'	S1'33'58"E
L23	217.57'	N31'15'26"W
L24	62.75'	N23'47'14"W



SHEET 2 OF 4

DAKOTA ACCESS, LLC		PROPOSED 50-FOOT EASEMENT ORRIN EARLE GEIDE	
MINNEHAHA COUNTY		SOUTH DAKOTA	
PROJECT NO. 10395700	DRAWN BY: ARC	DATE: 08/07/15	DWG. NO. SD-MI-061.511
CHECKED BY: EFG	DATE: 08/07/15	APP.:	REV. 0
SCALE: 1" = 300'		SD-MI-063.511	

WOOD GROUP MUSTANG, INC.
 SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145

FILE: R:\Projects\103957\DISCIPLINE\DWG\DRAWINGS\94-PROPERTY_PLAT\SD SOUTH DAKOTA\MINNEHAHA\SD-MI-061.511.dwg PLOT DATE: 9/2/2015 BY: FONTENOT, SHAWN

MINNEHAHA COUNTY, SOUTH DAKOTA
SECTION 5, TOWNSHIP 101 NORTH, RANGE 51 WEST OF THE 5TH P.M.

Permanent Easement Description



A 50.0 foot wide Pipeline Easement:
 That part of the Northwest Quarter (NW ¼) and the Southwest Quarter (SW ¼) of Section 5, Township 101 North, Range 51 West of the 5th P.M., Minnehaha County, South Dakota, described as Commencing at a ½" Iron Rod found at the Northeast corner of the Northwest Quarter of said Section 5 and the Northeast corner of the Orrin Earle Geide parcel as recorded in Book Number 465, Page 54 and Book Number 428, Page 199, deed records, Minnehaha County, South Dakota; thence S88°36'06"W 95.37 feet along the North Section line of said Section 5 and said Geide parcel to the Point Of Beginning; thence S01°22'41"E 2787.36 feet along the Easterly side of said permanent pipeline easement to a point; thence S08°50'52"E 56.23 feet to a point; thence S16°19'03"E 52.68 feet to a point; thence S23°47'14"E 56.23 feet to a point; thence S31°15'26"E 242.42 feet to a point on the East line of said Geide parcel; thence S01°33'58"E 100.94 feet along said South line of said Geide parcel to a point from which the Southeast corner of the Southwest Quarter of Section 5 bears S01°33'58"E 2231.24 feet; thence N31°15'26"W 217.57 feet along the Westerly side of said permanent pipeline easement to a point; thence N23°47'14"W 62.75 feet to a point; thence N16°19'03"W 59.21 feet to a point; thence N08°50'52"W 62.75 feet to a point; N01°22'41"W 2790.61 feet to a point on the North Section line of said Section 5 and the North line of said Geide parcel; thence N88°36'06"E 50.00 feet along said North line of Section 5 and said Geide parcel to the Point of Beginning. Said permanent pipeline easement contains 3.60 acres, more or less.

Temporary Construction Easements (T.C.E.)

Temporary Construction Easement #1: That part of the Northwest Quarter (NW ¼) and the Southwest Quarter (SW ¼) of Section 5, Township 101 North, Range 51 West of the 5th P.M., Minnehaha County, South Dakota, described as Commencing at a ½" Iron Rod found at the Northeast corner of the Northwest Quarter of said Section 5 and the Northeast corner of the Orrin Earle Geide parcel as recorded in Book Number 465, Page 54 and Book Number 428, Page 199, deed records, Minnehaha County, South Dakota; thence S88°36'06"W 70.37 feet along the North Section line of said Section 5 and said Geide parcel to the Point Of Beginning; thence S01°22'41"E 35.64 feet along the Easterly side of said temporary construction easement to a point; thence N88°46'12"E 50.00 feet to a point; thence S01°22'41"E 150.00 feet to a point; thence S88°37'19"W 50.00 feet to a point; thence S01°22'41"E 2599.97 feet to a point; thence S08°50'52"E 52.96 feet to a point; thence S16°19'03"E 49.42 feet to a point; thence S23°47'14"E 52.96 feet to a point; thence S31°15'26"E 81.14 feet to a point on the East line of said Geide parcel; thence S01°33'58"E 50.47 feet along said South line of said Geide parcel to a point from which the Southeast corner of the Southwest Quarter of Section 5 bears S01°33'58"E 2332.18 feet; thence N31°15'26"W 126.62 feet along the Westerly side of said temporary construction easement to a point; thence N23°47'14"W 56.23 feet to a point; thence N16°19'03"W 52.68 feet to a point; thence N08°50'52"W 56.23 feet to a point; N01°22'41"W 2787.36 feet to a point on the North Section line of said Section 5 and the North line of said Geide parcel; thence N88°36'06"E 25.00 feet along said North line of Section 5 and said Geide parcel to the Point of Beginning. Said temporary construction easement contains 1.92 acres, more or less.

FILE: R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\103957\DWG\PLAT SOUTH DAKOTA\MINNEHAHA\SD-MI-061.511.dwg PLOT DATE: 8/7/2015 BY: FONTENOT, SHAWN

SHEET 3 of 4

				 DAKOTA ACCESS, LLC PROPOSED 50-FOOT EASEMENT ORRIN EARLE GEIDE SOUTH DAKOTA
0	08/02/15	ARC	USE/ACQUISITION	EFG
REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. 10395700				MINNEHAHA COUNTY
 WOOD GROUP MUSTANG, INC. SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145			DRAWN BY: ARC CHECKED BY: EFG SCALE: N.T.S.	DATE: 08/07/15 DATE: 08/07/15 APP:
			DWG. NO.	REV.
			SD-MI-061.511	0
			SD-MI-063.511	

MINNEHAHA COUNTY, SOUTH DAKOTA

SECTION 5, TOWNSHIP 101 NORTH, RANGE 51 WEST OF THE 5TH P.M.

Temporary Construction Easement #2: That part of the Northwest Quarter (NW ¼) and the Southwest Quarter (SW ¼) of Section 5, Township 101 North, Range 51 West of the 5th P.M., Minnehaha County, South Dakota, described as Commencing at a ½" Iron Rod found at the Northeast corner of the Northwest Quarter of said Section 5 and the Northeast corner of the Orrin Earle Geide parcel as recorded in Book Number 465, Page 54 and Book Number 428, Page 199, deed records, Minnehaha County, South Dakota; thence S88°36'06"W 170.37 feet along the North Section line of said Section 5 and said Geide parcel to the Point Of Beginning; thence S01°22'41"E 2790.61 feet along the Easterly side of said temporary construction easement to a point; thence S08°50'52"E 62.75 feet to a point; thence S16°19'03"E 59.21 feet to a point; thence S23°47'14"E 62.75 feet to a point; thence S31°15'26"E 217.57 feet to a point on the East line of said Geide parcel; thence S01°33'58"E 160.89 feet along said South line of said Geide parcel to a point from which the Southeast corner of the Southwest Quarter of Section 5 bears S01°33'58"E 2070.35 feet; thence N23°47'14"W 36.08 feet along the Westerly side of said temporary construction easement to a point; thence N31°15'26"W 326.46 feet to a point; thence N23°47'14"W 72.55 feet to a point; thence N16°19'03"W 69.00 feet to a point; thence N08°50'52"W 72.55 feet to a point; thence N01°22'41"W 2610.28 feet to a point; thence S88°37'19"W 25.00 feet to a point; thence N01°22'41"W 150.06 feet to a point; thence N88°46'12"E 25.00 feet to a point; thence N01°22'41"W 35.20 feet to a point on the North Section line of said Section 5 and the North line of said Geide parcel; thence N88°36'06"E 75.00 feet along said North line of Section 5 and said Geide parcel to the Point of Beginning. Said temporary construction easement contains 5.73 acres, more or less.

FILE: R:\Projects\10-997A DISCIPLINE CAD DRAWINGS\94-PROPERTY-PLAT\SOUTH DAKOTA\MINNEHAHA,SD-MI-061.511.dwg PLOT DATE: 8/7/2015 BY: FORTENOT, SHAWN

SHEET 4 of 4



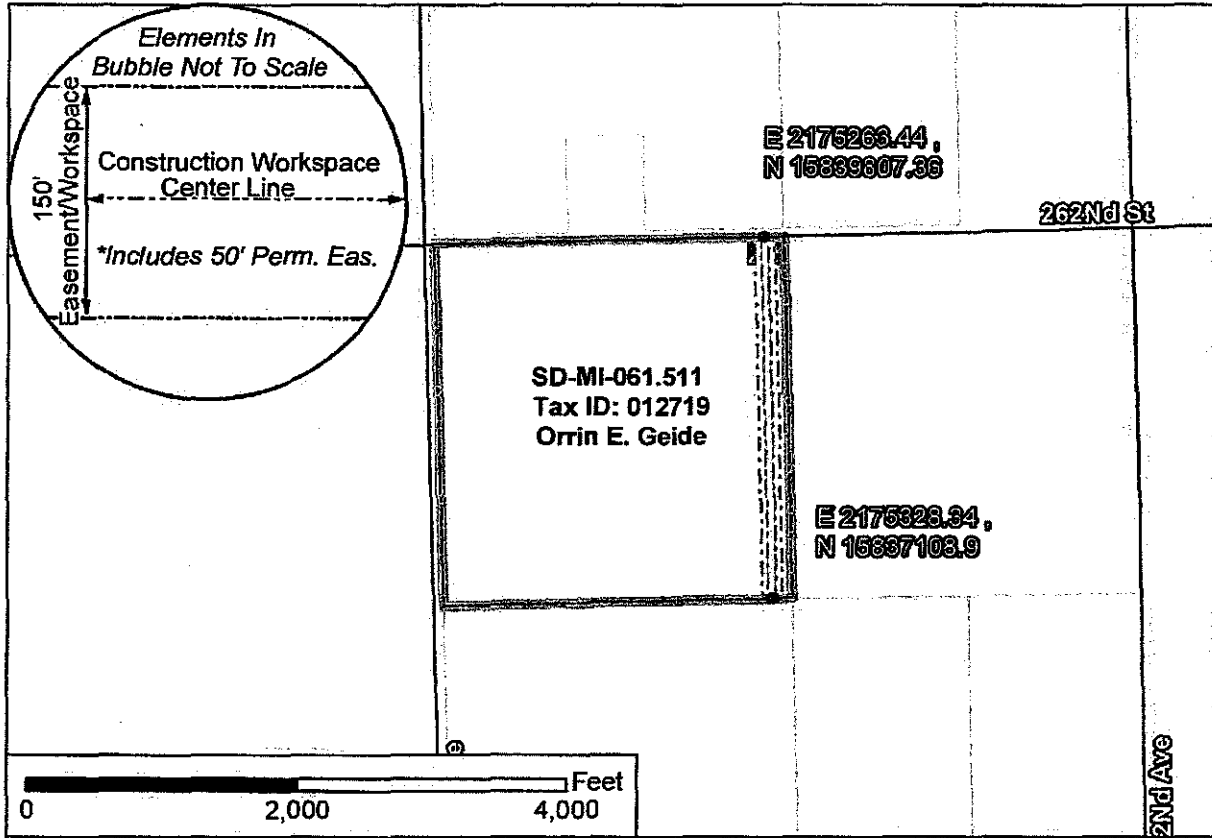
				 DAKOTA ACCESS, LLC		
0	08/02/15	ARC	USE/ACQUISITION	EFG		
REV.	DATE	BY	DESCRIPTION	CHK.		
PROJECT NO. 10395700			PROPOSED 50-FOOT EASEMENT ORRIN EARLE GEIDE			
			MINNEHAHA COUNTY	SOUTH DAKOTA		
 WOOD GROUP MUSTANG, INC. SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145			DRAWN BY: ARC	DATE: 08/07/15	DWG. NO.	
			CHECKED BY: EFG	DATE: 08/07/15	SD-MI-061.511	REV.
			SCALE: N.T.S.	APP.:	SD-MI-063.511	0

Exhibit A
MINNEHAHA COUNTY, SD
S5-R51W-T101N




ROW Length: 2699.24 Ft. = 163.59 Rods
 Proposed Permanent Easement: 3.1 AC
 Temp Easement/Workspace: 6.2 AC
 Add Temp Easement/Workspace: 0.46 AC






Linear/Areal Calc = NAD 1983 UTM
 Zone 14N

Tract No.: SD-MI-061.511




DAKOTA ACCESS, LLC
 An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
 Orrin E. Geide

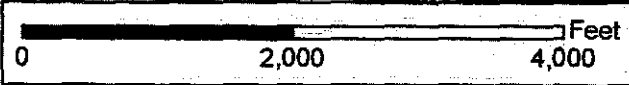
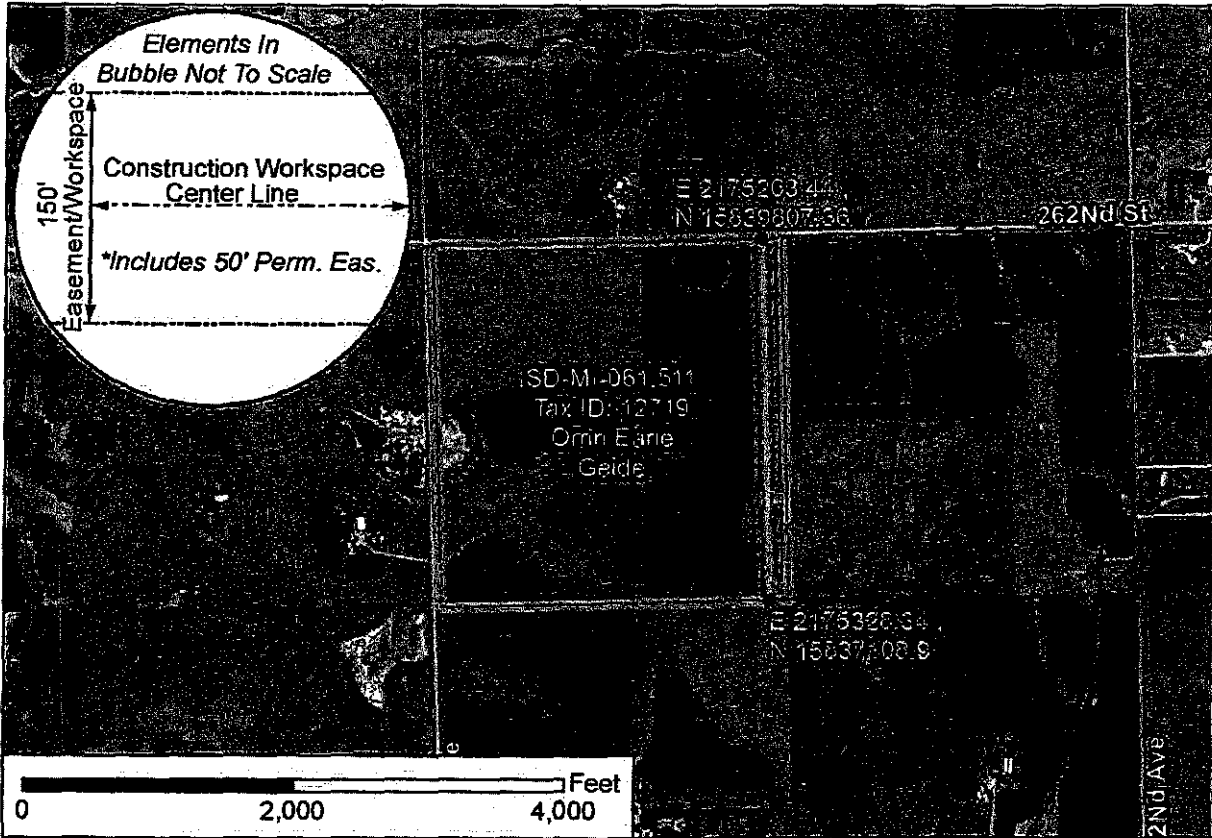
- Entry & Exit
-  Temporary Easement - Workspace
-  Property Boundaries
-  Additional Temporary Easement - Workspace
-  Proposed Permanent Easement
-  Adjacent Property Boundaries

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.



 Landowner Initials

Exhibit A
MINNEHAHA COUNTY, SD
S5-R51W-T101N




ROW Length: 2699.24 Ft. = 163.59 Rods
 Proposed Permanent Easement: 3.1 AC
 Temp Easement/ Workspace: 6.2 AC
 Add Temp Easement/ Workspace: 0.46 AC






Linear/Areal Calc = NAD 1983 UTM
 Zone 14N

Tract No.: SD-MI-061.511




DAKOTA ACCESS, LLC
 An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
 Orrin E. Geide

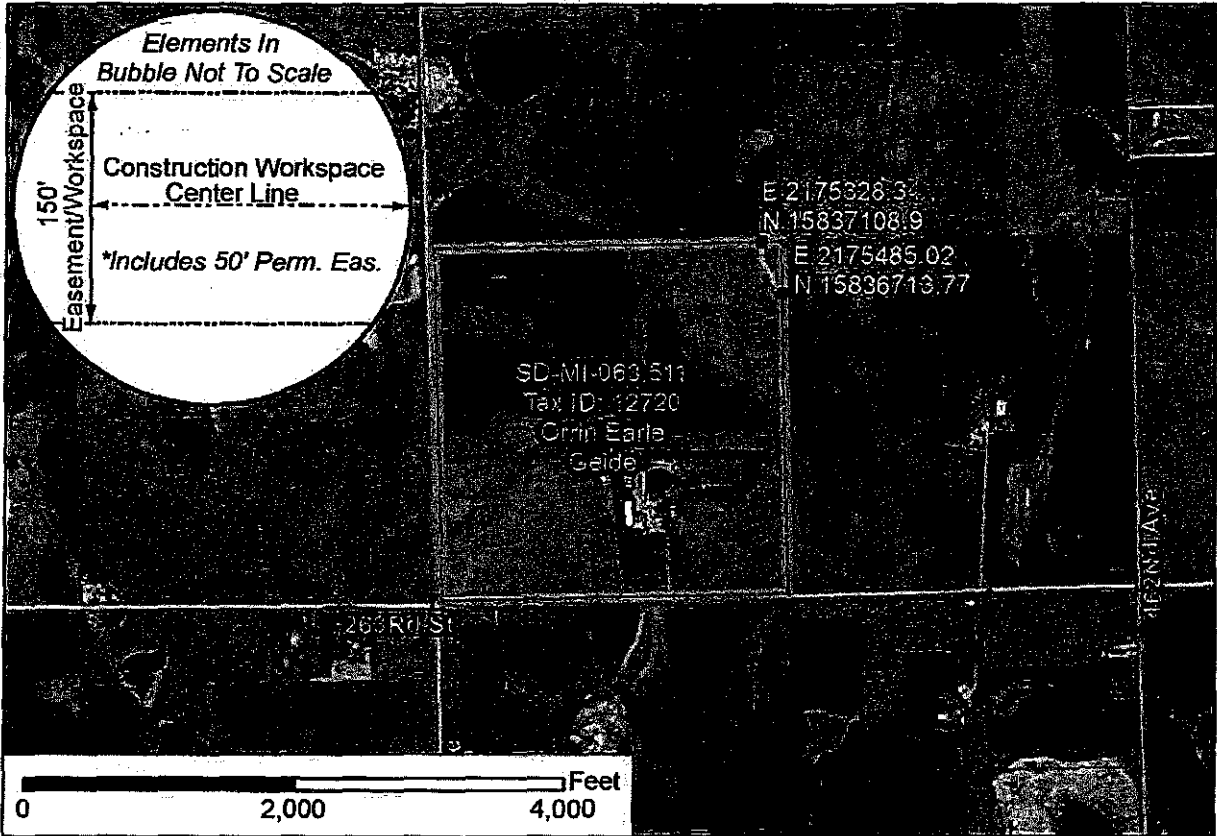
- Entry & Exit
-  Temporary Easement - Workspace
-  Property Boundaries
-  Additional Temporary Easement - Workspace
-  Proposed Permanent Easement
-  Adjacent Property Boundaries

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.



 Landowner Initials


Exhibit A
MINNEHAHA COUNTY, SD
S5-R51W-T101N




ROW Length: 438.04 Ft = 26.55 Rods
 Proposed Permanent Easement: 0.5 AC
 Temp Easement/ Workspace: 1 AC
 Add Temp Easement/ Workspace: 0.09 AC

Linear/Areal Calc = NAD 1983 UTM
 Zone 14N






Tract No.: SD-MI-063.511





DAKOTA ACCESS, LLC
 An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
 Orrin Earle Geide

- Entry & Exit
-  Temporary Easement - Workspace
-  Property Boundaries
-  Additional Temporary Easement - Workspace
-  Proposed Permanent Easement
-  Adjacent Property Boundaries

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.


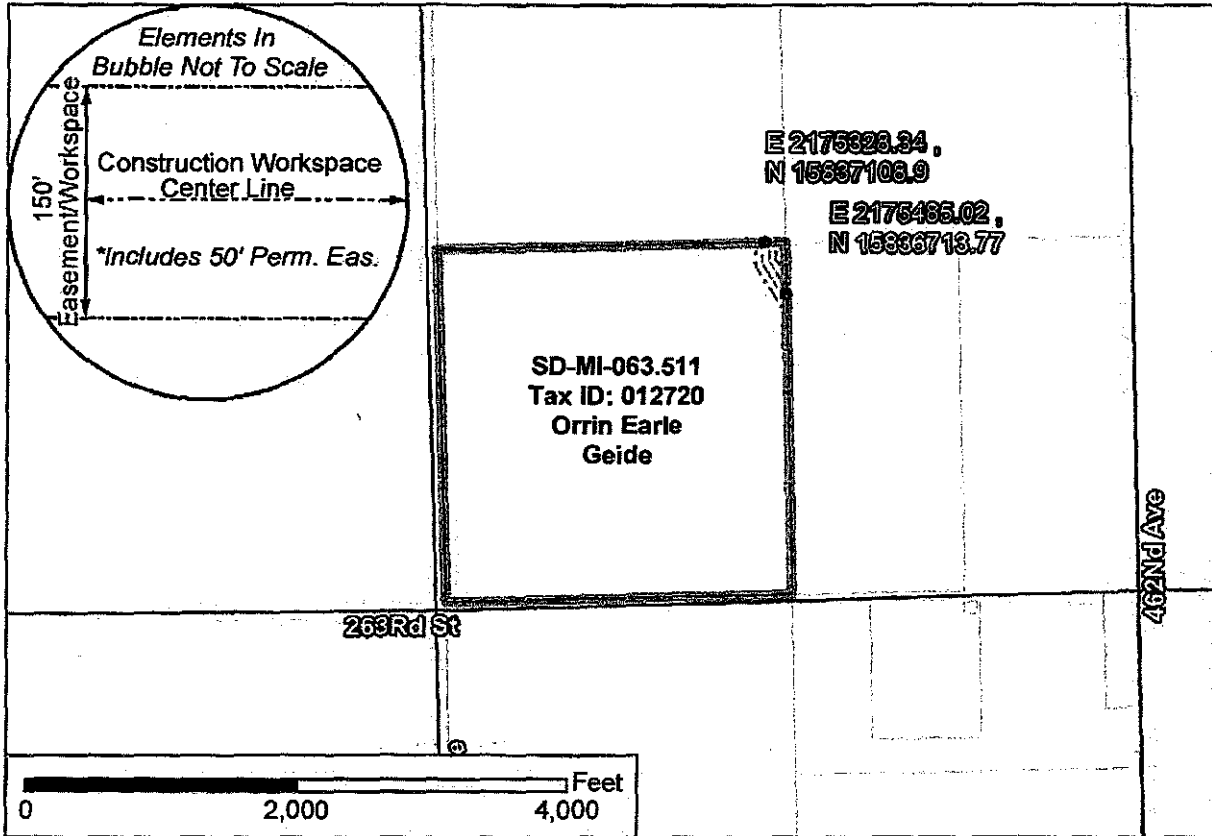

 Landowner Initials


Exhibit A
MINNEHAHA COUNTY, SD
S5-R51W-T101N




ROW Length: 438.04 Ft. = 26.55 Rods
 Proposed Permanent Easement: 0.5 AC
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Linear/Areal Calc = NAD 1983 UTM
 Zone 14N






Tract No.: SD-MI-063.511





DAKOTA ACCESS, LLC
 An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
 Orrin Earle Geide

- Entry & Exit
-  Temporary Easement - Workspace
-  Property Boundaries
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-  Adjacent Property Boundaries

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.



 Landowner Initials



**FARM AND RANCH 2
BROAD FORM**

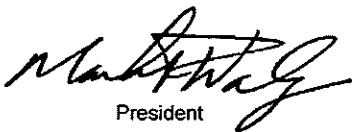
Non-Assessable Policy

AGREEMENT

We agree, for the term specified in the **Declarations** at 12:01 A.M. (Standard Time) at the location of the property described in the **Declarations**, to provide the insurance described in this policy. The coverages provided, the limits of **our** liability, and the premiums are shown on the **Declarations** of this policy. In return **you** will pay the premium and comply with all the terms of this policy.

You agree, by acceptance of this policy, that the statements in the application and in these **Declarations** are **your** statements and that they are true. **We** insure **you** on the basis that **your** statements are true. This policy contains all the agreements between **you** and **us** or any of **our** agents.

IN WITNESS WHEREOF, the Farmers Mutual Insurance Company of Nebraska has caused this policy to be signed by its President and Secretary at Lincoln, Nebraska.


President


Secretary

TABLE OF CONTENTS

Declarations Page:

Your Name

Location of Property Insured

Coverages and Limits of Liability

Deductibles

	Page No.
Agreement	1
Definitions	3
Section I – Dwelling and Personal Property	
Coverage A – Dwelling	4
Coverage B – Personal Property	4
Coverage C – Loss of Use	5
Coverage D – Additional Dwellings and Other Structures	5
Section I – Deductible	5
Section I – Additional Coverages	6
Section I – Perils Insured Against	7
Section I – Exclusions	8
Section II – Buildings and Fences	8
Section III – Mobile Agricultural Machinery and Equipment	9
Section IV – Scheduled Farm Personal Property	10
Section V – Blanket Farm Personal Property	12
Sections I, II, III, IV, and V – Additional Coverage	14
Sections I, II, III, IV, and V – Conditions	14
Sections II, IV, and V – Exclusions	16
Section VI – Farm and Personal Liability Protection	
Coverage L – Farm and Personal Liability	16
Coverage M – Medical Payments to Others	16
Coverage N – Damage to Property of Others	16
Coverage O – Death of Livestock on Public Highways	17
Coverage P – Family Medical Payments	17
Automatic Insurance for Newly-Acquired Farm Premises	17
Section VI – Additional Coverages	17
Section VI – Exclusions	17
Section VI – Conditions	19
General Policy Conditions	19
Mutual Policy Provisions	20

DEFINITIONS USED THROUGHOUT THIS POLICY

The terms below appear in bold type throughout this policy.

"Automobile" means a land motor vehicle, trailer, or semi-trailer; but does not include, except while being towed by or carried on an **automobile**, any of the following: any crawler or farm type tractor, farm implement, or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.

"Bodily Injury" means physical harm to the body, sickness or disease, and includes care, loss of services, and resulting death.

"Business" means:

- (a) a full or part time trade, profession, or occupation; or
- (b) the rental or holding for rental of any premises by an **insured person**.

But **"business"** does not mean:

- (c) **farming or custom farming**;
- (d) occasional rental or holding for rental of an **insured person's** residence for use as a dwelling;
- (e) rental or holding for rental of part of the **insured person's** residence for use as a dwelling, unless the rental is to three or more roomers or boarders;
- (f) rental or holding for rental of space in an **insured person's** residence as an office, school, or studio;
- (g) employment of an **insured person**, who is a minor, in newspaper delivery, lawn care, or baby-sitting;
- (h) rental or holding for rental of not more than three car spaces or stalls in garages or stables; or
- (i) volunteer activities in which no money is received except for reimbursement of expenses incurred to perform the activities.

"Custom Farming" means the use by an **insured person** of any farm tractor, farm implement, or other machinery in connection with **farming** operations for others, for a charge, or the sale of hybrid or other seed.

"Declarations" means the policy Declarations or any amended Declarations.

"Farm" includes all farm structures and residences thereon.

"Farm Employee" means an employee of an **insured person** whose duties are mainly in connection with ownership, maintenance, or use of the **insured premises** as a **farm** or one who performs similar duties elsewhere not related to the **business** of an **insured person**, and includes domestic employees and any person on the **insured premises** to perform reciprocal exchange labor for which there is no obligation to pay money.

"Farming" means the ownership, maintenance, or use of premises for the production of crops, or the raising or care of livestock, including all necessary operations. **"Farming"** also includes operation of roadside stands kept mainly for the sale of the **insured person's** farm products.

"Fungi" means any type or form of fungus, including mold, mildew, mycotoxins, spores, scents, or by-products produced or released by **fungi**. Under Section VI, this does not include any **fungi** that are a part of a good or product intended for consumption, whether on or contained in the good or product.

"Insured Person" means:

- (a) **you**;
- (b) **your** relatives residing in **your** household; or
- (c) any other person under the age of majority residing in **your** household who is in **your** care or the care of **your** relative residing in **your** household.

Under Section VI – Farm and Personal Liability Protection, **"insured person"** also means:

- (d) a person or organization legally responsible for animals or watercraft covered by this policy and owned by a person described in (a), (b), or (c). **We** will cover that person or organization only with respect to those animals or watercraft. **We** will not cover a person or organization:
 - (1) using or having custody of animals or watercraft in the course of **business** or without permission of the owners;
 - (2) who is acting in the capacity of agister or depasturer; or,
 - (3) who, for a fee, feeds or pastures livestock owned by a person described in (a), (b), or (c).
- (e) with respect to farm tractors and trailers and self-propelled or motor or animal drawn farm implements, a **farm employee** of a person described in (a), (b), or (c), while engaged in the employment of that person.

"Insured Premises" means:

- (a) the **farm premises** and **residence premises** described in the **Declarations**.

Under Section VI – Farm and Personal Liability Protection, **"insured premises"** also means:

- (b) any other premises acquired by **you** during the term of this policy which **you** intend to use as **your residence premises**;
- (c) the part of any other premises where **you** reside and which is shown on the **Declarations**;
- (d) the part of premises not owned by an **insured person** where an **insured person** may be temporarily residing or which an **insured person** may occasionally rent for non-**business** purposes;
- (e) vacant land (other than farmland) owned by or rented to an **insured person**;
- (f) cemetery plots or burial vaults owned by an **insured person**;
- (g) land on which a single or two family residence is being built for an **insured person**, if the land is owned by or rented to an **insured person**;
- (h) structures or grounds used by **you** in connection with **your residence premises**;
- (i) newly acquired premises as defined under AUTOMATIC INSURANCE FOR NEWLY-ACQUIRED FARM PREMISES; or
- (j) all access ways adjoining the **insured premises**.

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **bodily injury** or **property damage** neither expected nor intended by an **insured person**.

"Pollutants" means any solid, liquid, gaseous, or thermal irritants or contaminants, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **"Pollutants"** also includes electrical or magnetic emissions, whether visible or invisible, and sound emissions.

"Property Damage" means physical injury to or destruction of tangible property, including loss of its use.

"Recreational land motor vehicle" means a motorized all terrain vehicle, mini truck, utility vehicle, low speed vehicle, amphibious vehicle, dune buggy, golf cart, snowmobile, minibike or trail bike, and any other motorized land vehicle designed for recreational use off public roads.

"Residence Premises" means the one or two family dwelling where **you** reside which is described in the **Declarations**, including the immediate grounds not used for **farming**.

"We", "us" and "our" mean Farmers Mutual Insurance Company of Nebraska.

"You" and "your" mean the Policyholder named in the **Declarations** and spouse if living in the same household.

SECTION I – DWELLING AND PERSONAL PROPERTY

INSURING AGREEMENT

We agree with you, in return for your premium payment, and subject to all the terms, provisions, and conditions of this policy, and endorsements attached to this policy, to insure the following items of property located on the **insured premises** which are listed on the **Declarations** under Section I with an amount of insurance shown.

COVERAGE A – DWELLING

We cover the building described as a dwelling on the **Declarations** page. The following items are also covered under Coverage A, if used in the service of the dwelling and located on the **insured premises**:

1. fuel supply tanks and fuel lines running to the dwelling;
2. domestic well motors and pumps;
3. electrical wiring from meter pole to the dwelling; and
4. storm windows and screens temporarily removed from the dwelling.

Coverage on driveways and sidewalks attached to the dwelling applies only to the portion that is on the **insured premises** and within 100 feet of the dwelling.

We also cover construction material at the **insured premises** for use in connection with the construction, alteration, or repair of the dwelling.

We do not cover outdoor radio or television equipment, including antennas and satellite dishes, under Coverage A.

COVERAGE B – PERSONAL PROPERTY

We cover personal property owned or used by an **insured person** anywhere in the world. Any personal property which is usually at an **insured person's** residence, other than the **residence premises**, is covered for up to 10% of the Coverage B limit, but not less than \$1,000. This limitation does not apply to personal property in a newly acquired principal residence for the first 30 days after you begin to move there from the prior **residence premises**, or during the time the property is moved from the **residence premises** to another residence you occupy while the damaged dwelling is being repaired or rebuilt following a covered loss that made it uninhabitable. This time period shall not extend beyond the termination of this policy. If the **residence premises** is the newly acquired principal residence, this limitation does not apply to property at your immediate prior **residence premises** for 30 days after the original effective date of this policy.

At your request, we will cover loss to personal property owned by others while such property is on the part of the **insured premises** occupied exclusively by an **insured person**. At your request, we will also cover loss to personal property of a houseguest in any residence of an **insured person**.

We do not cover:

1. Farm personal property.
2. Land motorized vehicles, including engines, tires, parts, equipment, and accessories.
We do cover motorized vehicles, except for **recreational land motor vehicles**, not subject to motor vehicle registration which are:
(a) used primarily to service an **insured person's residence premises**; or
(b) designed for assisting the handicapped.
Recreational land motor vehicles not subject to motor vehicle registration are covered if:
(c) used solely to service an **insured person's residence premises**; or
(d) designed for assisting the handicapped.
3. Any device or instrument for transmitting, recording, receiving, or reproduction of sound or pictures which is in or upon and designed to be operated solely by the power from the electrical system of a motorized vehicle, including accessories, antennas, tapes, wires, records, discs, or other media for use with such devices or instruments.
4. Animals, birds, or fish.
5. Aircraft and parts. We do cover model airplanes not used or designed for transporting cargo or persons.
6. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle, and includes, but is not limited to, flare craft and air cushion vehicles.
7. Property of roomers and boarders not related to an **insured person**, or property of tenants.
8. Property rented or held for rental to others while it is off the **insured premises**.
9. **Business** data contained in books of account, drawings, paper records, or computer programs, and media in the form of magnetic tape, disc packs, paper tapes, cards, or floppy discs. We will cover the cost of blank or unexposed records and media.
10. Credit cards or fund transfer cards except as provided in Additional Coverages.
11. Property specifically described and insured by this or any other insurance.

SPECIAL LIMITS ON CERTAIN PROPERTY

Special limits apply to the following groups of personal property. These limits do not increase the amount of insurance under Coverage B. The limit of insurance for each group is the maximum we will pay for any one **occurrence** for all property included in the group.

Limit	Personal Property Groups
1. \$ 250	Money, meaning currency, coins, and bank notes in current use and having a face value; stored value cards or smart cards, travelers' checks, registered checks, money orders, bullion, medals, numismatic property, and precious metals including platinum, gold, and silver, but not goldware or silverware.
2. \$2,000	Securities, meaning negotiable and non-negotiable instruments or contracts representing either money or other property, and including accounts, deeds, evidence of debt, letters of credit, notes other than bank notes, passports, manuscripts, tickets, stamps, and other philatelic property. Securities do not include money. This dollar limit applies to all property in this group regardless of the medium on which it is stored and includes all costs associated with researching, restoring, or replacing the information from the damaged material.
3. \$2,000	Watercraft, including their trailers, furnishings, equipment, and outboard motors.
4. \$1,000	Trailers not used to tow watercraft.
5. \$1,000	Campers, camper bodies, and pickup toppers that are not on a vehicle and not covered by an automobile policy.
6. \$2,500	Business property, not otherwise excluded under Coverage B, which is located on the residence premises , including merchandise held as samples, or for sale or for delivery after sale.

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| 7. | \$1,000 | Business property, not otherwise excluded under Coverage B, which is not located on the residence premises , including merchandise held as samples, or for sale or for delivery after sale. |
| 8. | \$2,500 | Theft of jewelry, watches, precious and semi-precious stones, and furs, including any article containing fur which represents its principal value. |
| 9. | \$2,500 | Theft of silverware, goldware, and pewterware. |
| 10. | \$2,500 | Theft of guns and gun accessories. |
| 11. | \$1,000 | Outdoor radio, television, and satellite equipment. |
| 12. | \$10,000 | Electronic data processing equipment and the recording or storage media used with that equipment. We will not pay more than \$2,500 of this limit for the replacing or reproducing of computer software or stored data. |
| 13. | \$5,000 | In the aggregate on property that derives its value from constituting or being part of a collection. |
| 14. | \$10,000 | Personal property in storage at any location, other than the residence premises , owned, rented, leased, or used by an insured person . This does not apply to business property. |
| 15. | \$10,000 | Land motorized vehicles that are used primarily to service an insured person's residence premises . |
| 16. | \$10,000 | Recreational land motor vehicles used solely to service an insured person's residence premises . |

If property is covered under more than one of the above groups, we will not be liable for more than the lowest limit of insurance.

COVERAGE C – LOSS OF USE

1. If a covered loss makes **your residence premises** uninhabitable, we cover, at **your** choice, either of the following:
 - (a) **ADDITIONAL LIVING EXPENSE**, meaning the reasonable increase in **your** living expense necessary to maintain **your** normal standard of living; or
 - (b) **FAIR RENTAL VALUE**, meaning the fair rental value of that part of the **residence premises** where **you** reside or the fair rental value of an additional dwelling covered by this policy, less any expenses that do not continue while the premises are not fit to live in.

We will pay for the shortest time to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
2. **We will pay for the loss of rental value if a covered loss makes any of the following items uninhabitable:**
 - (a) That part of the **residence premises** rented to others or held for rental to others; or
 - (b) An additional dwelling covered under Coverage D.

Loss of rental value shall be paid based upon the shortest time required to repair or replace these items.

3. If damage caused by a peril we insure against occurs at neighboring premises, we will pay the **ADDITIONAL LIVING EXPENSE** or **FAIR RENTAL VALUE** loss, as provided under 1 and 2 above, for up to two weeks should civil authorities prohibit occupancy of **your residence premises**.

These periods of time will not be shortened by the expiration of this policy.

We will not pay for loss or expense due to the cancellation of a lease or agreement.

The limit of liability for **ADDITIONAL LIVING EXPENSE** and **FAIR RENTAL VALUE** shall be as follows:

- (a) If **you** are an owner residing in the dwelling covered under Coverage A, it shall be an additional amount of insurance equal to 20% of the limit of liability for Coverage A.
- (b) If **you** are an owner of an additional dwelling covered under Coverage D, it shall be an additional amount of insurance equal to 20% of the limit of liability for the additional dwelling.

COVERAGE D – ADDITIONAL DWELLINGS AND OTHER STRUCTURES

We cover the following described property for which a description and an amount of insurance is shown on the Declarations.

1. **ADDITIONAL DWELLINGS** – Coverage also applies to the following property, if used in the service of the additional dwelling and located on the **insured premises**:
 - (a) fuel supply tanks and fuel lines running to the dwelling;
 - (b) domestic well motors and pumps;
 - (c) electrical wiring from meter pole to the dwelling;
 - (d) storm windows and screens temporarily removed from the dwelling; and
 - (e) household furniture and furnishings owned by an **insured person**.

Coverage for household furniture and furnishings is limited to \$2,000. If an amount of insurance is shown on the **Declarations** for Coverage B – Personal Property, and coverage for household furniture and furnishings is provided under that coverage, this coverage does not apply.

Coverage on driveways and sidewalks attached to the dwelling applies only to the portion that is on the **insured premises** and within 100 feet of the dwelling.

We also cover construction material at the insured premises for use in connection with the construction, alteration, or repair of the dwelling.

We do not cover outdoor radio or television equipment, including antennas and satellite dishes, under Coverage D1.

2. **WINDMILLS AND WIND CHARGERS.**
3. **OUTSIDE WIRING on the insured premises.** This coverage includes:
 - (a) underground wiring and conduit;
 - (b) private power and light poles, and
 - (c) switch boxes, fuse boxes, light fixtures, and other electrical equipment attached to these poles.
4. **OUTDOOR RADIO, TELEVISION, AND SATELLITE EQUIPMENT.**

SECTION I - DEDUCTIBLE

Before we pay for a loss in any one **occurrence**, we subtract the deductible amount shown in the **Declarations**. If a loss in any one **occurrence** involves more than one section, only one deductible amount will apply to the loss for all sections. The deductible amount applying will be the highest deductible amount of any section involved. However, if computing the deductible amount in this manner results in less recovery for the **insured person**, the stated deductible amount for each section involved will apply.

SECTION I - ADDITIONAL COVERAGES

1. **CREDIT CARD, ELECTRONIC FUND TRANSFER CARD, CHECK FORGERY, AND COUNTERFEIT MONEY COVERAGE.**
We will pay up to \$1,000 from any one incident or series of incidents committed by any one person involving one or more of the coverages described as follows:
 - (a) the legal obligation of an **insured person** to pay because of the theft or unauthorized use of credit cards or electronic fund transfer cards issued to or registered in an **insured person's** name. **We will not cover a loss if the insured person has not complied with all terms and conditions under which the cards are issued. We will not cover any loss arising out of the use of the credit card or fund transfer card by a member of your household or any other person who has been entrusted with the use of such card or cards;**
 - (b) loss to an **insured person** caused by forgery or alteration of any check or negotiable instrument; and
 - (c) loss to an **insured person** through acceptance in good faith of counterfeit United States or Canadian paper currency.**We do not cover any loss that arises from business pursuits or dishonesty of an insured person.**
We may investigate any claim or settle any suit, as we think appropriate. Our obligation to defend claims or suits ends when the amount we pay for the loss equals our limit of liability. We have the option to defend, at our expense, an insured person or an insured person's bank against any suit for the enforcement of payment under this coverage.
No deductible applies to this coverage. If property covered under this additional coverage is subject to a specific limit within the policy, the specific limit will apply.
2. **NECESSARY REPAIR AFTER LOSS.** **We will pay the reasonable cost of necessary repairs made solely to protect covered property from additional damage following a loss from a peril we insure against. Payments will not increase the amount of insurance applying to the covered property.**
3. **EMERGENCY REMOVAL OF PROPERTY.** **We will pay for direct loss from any cause to covered property while being removed from a premises endangered by a peril we insure against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.**
4. **DEBRIS REMOVAL.** **We will pay reasonable expenses you incur for the removal of:**
 - (a) debris of covered property following a loss to that property from a peril we insure against; or
 - (b) ash, dust, or particles from volcanic eruption that has caused a direct loss to a building or property contained in a building.Debris removal expense is included in our limit of liability; however, if the damage to the covered property and the cost of debris removal is more than our limit of liability, we will pay up to an additional 5% of that limit for debris removal. **We will also pay up to \$500 in the aggregate for the removal of trees from the residence premise provided the tree damages a covered structure and a peril insured against causes the tree to fall.**
5. **REFRIGERATED PRODUCTS.** **We will pay up to \$500 under Coverage B for loss to contents of freezers or refrigerated units owned by an insured person caused by a change of temperature resulting from interruption of electrical service to refrigerated equipment caused by breakdown of generating or transmission systems or mechanical or electrical breakdown of the refrigeration system.**
If interruption of electrical service or mechanical or electrical breakdown is known to the **insured person**, all reasonable means must be used to protect the property insured from further damage or this coverage is void.
Payments are not in addition to the amount of insurance applying to Coverage B.
No deductible applies to this coverage.
6. **COLLAPSE.** Under Coverage A and B, we cover only direct physical loss to covered property involving sudden, entire collapse of a building or any part of a building. Collapse means actually fallen down or fallen into pieces. The collapse must be directly and immediately caused by:
 - (a) the perils we insure against;
 - (b) hidden decay of a supporting or weight-bearing structural member of the building;
 - (c) hidden insect or vermin damage to a structural member of the building;
 - (d) the weight of contents, equipment, animals, or people;
 - (e) the weight of rain that collects on a roof; or
 - (f) the use of defective construction, remodeling, or renovation materials or methods when the collapse occurs during the course of such work.As used in this coverage, "hidden" means the decay, insect, or vermin damage was not visible or was not known by you prior to the current policy term.
Damage to awning, fences, patios, pavement, swimming pools, underground pipes, flues, drains, cesspools, septic tanks, footings, foundations, retaining walls, bulkheads, piers, wharves, or docks is not included under (b) through (f) above, unless the loss is a direct result of the collapse of a building or any part of a building.
This additional coverage does not cover settling, cracking, shrinking, bulging, or expansion.
This additional coverage does not increase the limit of liability applying to the covered property.
7. **TREES, SHRUBS, PLANTS, AND LAWNS.** **We will pay up to 5% of the limit of insurance under Coverage A – Dwelling or Coverage D – Additional Dwelling for loss to trees, shrubs, plants, and lawns owned by you, located on insured premises and within 100 feet of the dwelling on that premises. Coverage applies to loss caused by the following perils: fire and lightning, explosion, riot or civil commotion, aircraft, vehicles not owned or operated by an occupant of the insured premises, vandalism or malicious mischief, or theft. Payments are in addition to the amount of insurance applying to Coverage A or Coverage D.**
We will not pay:
 - (a) more than \$500 on any one tree, shrub, or plant, including debris removal expense; or
 - (b) for trees, shrubs, plants, or lawns grown for business purposes.
8. **POLLUTANT CLEAN UP AND REMOVAL.** **We will pay for your expense to extract pollutants from land or water on the residence premises if loss to covered property results in the discharge, dispersal, seepage, migration, release, or escape of the pollutants. The loss must have occurred during the policy period and been caused by a peril listed under Section I – Perils Insured Against.**
This coverage does not apply to the testing, evaluating, observing, or recording the existence, level, or effects of pollutants unless the expense of extracting the pollutants is provided by this coverage.
The most we will pay under this policy is \$10,000 during any policy period regardless of the number of occurrences or the number of sections involved. This limit will not be restored in subsequent policy periods for the same damage, occurrence or loss.

9. **OTHER STRUCTURES.** We will pay for loss to structures located on the **residence premises** not attached to the dwelling, or connected to the dwelling by only a utility line, fence, or similar connection. The loss must have been caused by a peril listed under Section I – Perils Insured Against. Construction material at the **residence premises** for use in connection with covered structures is also included in this limit of coverage. Payments are in addition to the amount of insurance applying to Coverage A.

We do not cover:

- (a) structures designed or used for **business** or **farming** purposes;
- (b) buildings; or
- (c) structures insured under any other portion of this policy, or any other policy.

Coverage on driveways and sidewalks not attached to the dwelling applies only to the portion that is on the **residence premises** and within 100 feet of the dwelling.

Coverage applies to yard fences that are located on the **insured premises** and within 250 feet of a dwelling insured by this policy.

The most we will pay for any one **occurrence** for all covered property described in this section is \$5,000.

10. **INFLATION ADJUSTMENT CLAUSE.** We may increase or decrease the limits of liability specified in the **Declarations** for dwellings insured under Coverage A or Coverage D annually at renewal, based upon reports of recognized appraisal agencies reflecting changes in the cost of construction. Payment of the renewal premium will constitute the **insured person's** acceptance of the revised limits as shown on the **Declarations**.

SECTION I - PERILS INSURED AGAINST

We cover direct physical loss to property insured under Section I caused by:

1. **FIRE OR LIGHTNING.**
2. **WINDSTORM OR HAIL.**
This does not include loss:
 - (a) to the interior of a building, or property within, caused by rain, snow, sand, sleet, or dust, unless the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, or dust enters; or
 - (b) to watercraft and their trailers, furnishings, equipment, and motors unless inside a fully enclosed building.
3. **EXPLOSION.** This peril does not include loss resulting from the freezing and subsequent bursting of pipes.
4. **RIOT OR CIVIL COMMOTION,** including direct loss from pillage or looting during and at the site of the riot or civil commotion.
5. **AIRCRAFT,** including self-propelled missiles and spacecraft.
6. **VEHICLES.** This peril does not apply to loss to fences, driveways, and walks caused by vehicles owned or operated by an **insured person** or occupant of the **insured premises**.
7. **SMOKE,** if the loss is sudden and accidental. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.
8. **VANDALISM OR MALICIOUS MISCHIEF,** meaning only the willful and malicious damage to or destruction of covered property. This peril does not include loss:
 - (a) to glass or safety glazing material constituting a part of the building, other than glass building blocks;
 - (b) by pilferage, theft, burglary, or larceny, but we shall be liable for damage to the insured building caused by burglars; or
 - (c) to a building or structure, or its contents, if the building or structure has been vacant for more than 30 consecutive days immediately before the loss. A building or structure under construction is not considered vacant.
9. **VOLCANIC ERUPTION** exclusive of loss caused by earthquake, land shock waves, or tremors.
10. **THEFT OR ATTEMPTED THEFT,** including loss of property from a known place if it is likely that a theft has occurred.
This peril does not include:
 - (a) loss of a precious or semi-precious stone from its setting;
 - (b) loss caused by theft:
 - (1) committed by an **insured person** or anyone regularly residing on the **insured premises**;
 - (2) in or from a dwelling under construction, or of construction materials and supplies until the dwelling is completed and occupied; or
 - (3) from that part of the **residence premises** rented by the **insured person** to other than an **insured person**.
 - (c) loss of property caused by theft that occurs away from the dwelling where **you** reside, including the immediate grounds not used for **farming**:
 - (1) while at any premise owned by an **insured person** which is rented or held for rental to others;
 - (2) at any residence owned by, rented to, or occupied by an **insured person**, except while the **insured person** is temporarily living there. This applies to any residence intended to serve as a dwelling, even if the **insured person** does not intend to occupy it. Property of an **insured person** who is a student is covered at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;
 - (3) to watercraft, including their furnishings, equipment, and outboard motors; or
 - (4) to trailers and campers.

We will pay the reasonable expenses **you** incur to re-key locks on exterior doors of the dwelling located on the **residence premises**, when the keys to those locks are a part of a covered theft loss.
11. **BREAKAGE OF GLASS** or safety glazing material which is a part of the building, including damage to personal property caused by breakage of glass or safety glazing material which is a part of the building. We will not pay for loss if the building has been vacant for more than 30 consecutive days immediately before the loss. A building under construction is not considered vacant.
If a law requires broken or damaged glass to be replaced with safety glazing material, we will pay that cost.
12. **FALLING OBJECTS.** This peril does not apply to the interior of the building or property within unless the falling object first damages the exterior of the building. We do not cover damage to the falling object.
13. **WEIGHT OF ICE, SNOW, OR SLEET,** which causes damage to a building or property contained in a building. This peril does not apply to loss to fences, awnings, pavement, patios, swimming pools, footings, foundations, retaining walls, bulkheads, piers, wharves, or docks, when the loss is caused by freezing, thawing, or by pressure or weight of ice, snow, sleet, or water.

14. SUDDEN AND ACCIDENTAL TEARING APART, CRACKING, BURNING, OR BULGING of a heating and/or air conditioning system or a water heating appliance. This peril does not apply to loss caused by freezing.
15. ACCIDENTAL DISCHARGE OR OVERFLOW OF WATER OR STEAM from within a plumbing, heating, or air conditioning system, or from an appliance attached to one of these systems. We will also pay the cost of tearing out and replacing any part of the covered building necessary to repair the system or appliance from which the water or steam escapes.
A sump pit and sump pump, including all related equipment, are not considered a part of a plumbing system.
This peril does not apply to loss:
 - (a) to the system or appliance from which the water or steam escapes;
 - (b) caused by or resulting from freezing; or
 - (c) on the **insured premises**, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling under construction is not considered to be vacant.
16. FREEZING of plumbing, heating, and air conditioning systems, and domestic appliances. This peril applies only if **you** have used reasonable care to:
 - (a) shut off the water supply and drain the systems and appliances; or
 - (b) maintain heat in the building.
17. SUDDEN AND ACCIDENTAL LOSS CAUSED BY ARTIFICIALLY GENERATED ELECTRIC CURRENTS. This peril does not apply to tubes, transistors, or other similar electronic components.

SECTION I - EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following, such loss being excluded regardless of any other cause or event contributing concurrently or in sequence to the loss.

1. ENFORCEMENT OF AN ORDINANCE OR LAW regulating the construction, repair, or demolition of buildings or other structures, unless specifically provided under this policy.
2. EARTH MOVEMENT, including earthquake; land shock waves before, during, or after volcanic eruption or earthquake; mud flow; and earth sinking, rising, or shifting. This exclusion does not apply to direct loss that follows caused by fire, explosion, theft, or breakage of glass or safety glazing material which is a part of the building.
3. WATER DAMAGE, meaning:
 - (a) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - (b) water below the surface of the ground which exerts pressure on or flows, seeps, or leaks through any part of a building or other structure, sidewalk, driveway, patio, foundation, or swimming pool;
 - (c) water or sewage from outside the dwelling that backs up through sewers or drains, or water or sewage that backs up or overflows from a septic tank; or
 - (d) continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, or air conditioning system, or from within an appliance, or the presence of condensation or humidity, moisture, or vapor, which occurs over a period of weeks, months, or years.

We will pay up to \$5,000 in the aggregate for all coverages available under Section I for damage caused by water or sewage that backs up through sewers or drains. This limit also applies to damage caused by water or sewage that backs up or overflows from a septic tank. A \$1,000 deductible, the policy deductible, or the deductible amount shown on the **Declarations** for this coverage, whichever is greatest, will apply to each loss **occurrence**.

We will pay up to \$10,000 in the aggregate for all coverage available under Section I for damage caused by water that overflows from a sump pump system that was designed to remove water from around the foundation. The sump pump system must include a sump pump and a foundation drainage system approved by the local residential code that has been installed around the perimeter (inside or outside) of the entire dwelling. A \$1,000 deductible, the policy deductible, or the deductible amount shown on the **Declarations** for this coverage, whichever is greatest, will apply to each loss **occurrence**.

This exclusion does not apply to direct loss that follows caused by fire, explosion, or theft.

4. POWER FAILURE meaning the failure of power or other utility service, if the failure takes place off the **residence premises**. We will pay for an ensuing loss on the **residence premises** caused by a peril insured against. This exclusion does not apply to Additional Coverage – Refrigerated Products.
5. NEGLIGENCE OF AN INSURED PERSON to use all reasonable means to protect covered property at and after the time of a loss or when property is threatened by a peril we insure against.
6. WAR (declared or undeclared), civil war, insurrection, rebellion, or revolution.
7. NUCLEAR ACTION, meaning nuclear reaction, radiation, radioactive contamination, or discharge of a nuclear weapon even if accidental, or any consequence of any of these. Loss caused by nuclear action is not considered loss by perils of fire, explosion, or smoke. We do cover direct loss by fire resulting from nuclear action.
8. INTENTIONAL LOSS, meaning any loss arising out of any act committed by or at the direction of an **insured person** with the intent to cause a loss.
9. FUNGI. This exclusion does not apply to loss or costs caused by **fungi** resulting from a peril insured against; however, the amount of coverage is limited. Refer to Sections I, II, III, IV, and V – Conditions, Limit of Liability – Fungi.

SECTION II – BUILDINGS AND FENCES

INSURING AGREEMENT

We agree with **you**, in return for **your** premium payment, and subject to the terms, provisions, and conditions of this policy, and endorsements attached to this policy, to insure the following items of property located on the **insured premises** which are listed on the **Declarations** under Section II with an amount of insurance shown.

1. FARM BUILDINGS. We cover additions and permanent fixtures attached to or within the described building. Coverage also applies to materials used for construction, alteration, or repair of the insured building, while located on the **insured premises**.
2. FENCES. Coverage applies to fences, corrals, pens, chutes, and fence line feed bunks on the **insured premises**. Coverage does not apply to field or pasture fences.

SECTION II - DEDUCTIBLE

Before we pay for a loss in any one occurrence, we subtract the deductible amount shown in the **Declarations**. If a loss in any one occurrence involves more than one section, only one deductible amount will apply to the loss for all sections. The deductible amount applying will be the highest deductible amount of any section involved. However, if computing the deductible amount in this manner results in less recovery for the insured person, the stated deductible amount for each section involved will apply.

SECTION II - ADDITIONAL COVERAGES

1. **NEW CONSTRUCTION AND STRUCTURAL ALTERATION COVERAGE.** We will pay up to \$50,000 for direct physical loss of or damage to new, permanent farm structures at the **insured premises**, or for direct physical loss of or damage to farm structures at the **insured premises** that are being altered. This includes direct physical loss or damage to construction material at the **insured premises** for use in their construction or alteration. This coverage applies only to structures that are not otherwise covered under this or any other policy. Coverage applies to loss caused by a peril we insure against.
This coverage applies for 60 days after the date materials and supplies are first delivered or until you report the values to us, whichever occurs first. We have the right to charge a premium effective from the date materials and supplies are first delivered.
2. **NECESSARY REPAIR AFTER LOSS.** We will pay the reasonable cost for necessary repairs made solely to protect covered property from additional damage following a loss from a peril we insure against. Payments will not increase the amount of insurance applying to the covered property.
3. **EMERGENCY REMOVAL OF PROPERTY.** We will pay for direct loss from any cause to building fixtures while being removed from a covered building endangered by a peril we insure against and for no more than 30 days while removed. This coverage also applies to materials used for construction, alteration, or repair of the insured building, while located on the **insured premises**. This coverage does not change the limit of liability that applies to the property being removed.
4. **DEBRIS REMOVAL.** We will pay reasonable expenses you incur for the removal of debris of covered property following a loss to that property from a peril we insure against.
Debris removal expense is included in our limit of liability; however, if the damage to the covered property and the cost of debris removal is more than our limit of liability, we will pay up to an additional 5% of that limit for debris removal. We will also pay up to \$500 in the aggregate for reasonable expenses you incur for the removal of trees from the **insured premise** provided the tree damages a covered structure and a peril insured against causes the tree to fail.

SECTION II - PERILS INSURED AGAINST

We cover direct loss to property insured under Section II caused by:

1. FIRE OR LIGHTNING.
2. WINDSTORM OR HAIL. This does not include loss:
 - (a) caused directly or indirectly by frost; cold weather; or ice, snow, or sleet, whether driven by wind or not;
 - (b) to the interior of a building, or property within, caused by rain, snow, sand, sleet, or dust unless the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, or dust enters; or
 - (c) caused by hail which results in cosmetic loss to metal roof coverings of buildings and structures.
Cosmetic loss means loss that alters the physical appearance of the metal roof covering but does not result in the penetration of water through the metal roof covering and does not result in the failure of the metal roof covering to perform its intended function of keeping out the elements over an extended period of time.
Metal roof covering means the metal roofing material exposed to the weather, the underlayments applied for moisture protection, and all flashings required in the replacement of a metal roof covering.
3. EXPLOSION. This peril does not include loss resulting from the freezing and subsequent bursting of pipes.
4. RIOT OR CIVIL COMMOTION, including direct loss from pillage and looting during and at the site of the riot or civil commotion.
5. AIRCRAFT, including self-propelled missiles and spacecraft.
6. VEHICLES.
7. SMOKE, if the loss is sudden and accidental. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.
8. VANDALISM AND MALICIOUS MISCHIEF, meaning only the willful and malicious damage to or destruction of covered property. This peril does not include loss to glass or safety glazing material constituting a part of the building, other than glass building blocks.
9. VOLCANIC ERUPTION, exclusive of loss caused by earthquake, land shock waves, or tremors.
10. THEFT OR ATTEMPTED THEFT, including loss from a known place if it is likely that a theft has occurred. This peril does not apply to theft committed by an **insured person**.
11. COLLAPSE OR BULGING OF ALL METAL ROUND GRAIN BINS. This peril does not include loss or damage caused by or resulting from rust or deterioration.

SECTION III – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT

INSURING AGREEMENT

We agree with you, in return for your premium payment, and subject to the terms, provisions, and conditions of this policy, and endorsements attached to this policy, to insure Agricultural Machinery and Equipment listed under Section III of the **Declarations** against risks of direct physical loss or damage from any external cause except as hereinafter excluded.

CONDITIONS AND EXCLUSIONS

1. **COINSURANCE.** You must maintain insurance on each item of property covered for at least 80% of the actual cash value at the time of the loss. If you fail to do this, we will pay the percentage of the loss determined by dividing the amount of insurance carried on the item of property by the amount you should have carried on that item. The amount payable is subject to any applicable deductible.

SECTION IV - DEDUCTIBLE

Before we pay for a loss in any one **occurrence**, we subtract the deductible amount shown in the **Declarations**. If a loss in any one **occurrence** involves more than one section, only one deductible will apply to the loss for all sections. The deductible amount applying will be the highest deductible amount of any section involved. However, if computing the deductible amount in this manner results in less recovery for the **insured person**, the stated deductible amount for each section involved will apply.

SECTION IV - PERILS INSURED AGAINST

We cover direct loss to property insured under Section IV caused by:

1. FIRE OR LIGHTNING.
2. REMOVAL, meaning we will pay for direct loss from any cause to covered property while being removed from premises endangered by a peril insured against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.
3. WINDSTORM OR HAIL. This does not include loss:
 - (a) caused directly or indirectly by frost; cold weather; or ice, snow, or sleet, whether driven by wind or not; or
 - (b) to property within a building caused by rain, snow, sand, sleet, or dust. Coverage applies if the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, or dust enters.
4. EXPLOSION. This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by **you** or operated under **your** control.
5. RIOT OR CIVIL COMMOTION, including direct loss from pillage and looting during and at the site of the riot or civil commotion.
6. AIRCRAFT, including self-propelled missiles and spacecraft.
7. VEHICLES. This peril does not apply to loss caused by vehicles owned or operated by any **insured person** or a **farm employee** of an **insured person**, except as provided under the collision coverage.
8. SMOKE, if the loss is sudden and accidental. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.
9. VANDALISM AND MALICIOUS MISCHIEF, meaning only the willful and malicious damage to or destruction of the property covered, but excluding loss by pilferage, theft, burglary, or larceny.
10. THEFT, excluding escape, mysterious disappearance, inventory shortages, wrongful conversion, and embezzlement. Direct loss by theft shall require clear and satisfactory evidence that a theft of the property occurred.
11. COLLISION of a vehicle or machinery with another object, overturn of a vehicle or machinery, or contact between the towing vehicle and an implement being towed, hitched, or unhitched.

This peril does not include loss:

 - (a) to any tires, tubes, or tracks, unless the loss coincides with other loss or damage to the vehicle or other covered farm machinery from this same peril;
 - (b) or internal damage caused by objects taken into any machine or vehicle; or
 - (c) to livestock struck by a vehicle owned or operated by any **insured person** or a **farm employee** of an **insured person**.
12. ACCIDENTAL SHOOTING OF LIVESTOCK (EXCEPT POULTRY). This peril does not apply to accidental shooting of livestock by:
 - (a) an **insured person**; or
 - (b) an employee of an **insured person**.
13. DEATH OF LIVESTOCK (EXCEPT POULTRY) RESULTING FROM ATTACK BY DOGS OR WILD ANIMALS. There must be physical evidence on the livestock to show cause of death. We do not cover loss caused by fright or exhaustion, or loss resulting from attack by dogs owned by an **insured**.
14. DROWNING OF LIVESTOCK (EXCEPT POULTRY). Suffocation from the animal's own body fluid is not covered by this peril.
15. DEATH OF LIVESTOCK (EXCEPT POULTRY) BY ELECTROCUTION resulting from artificially generated electrical currents.
16. DEATH OF LIVESTOCK (EXCEPT POULTRY) RESULTING FROM LOADING OR UNLOADING ACCIDENTS. The event must have occurred while covered livestock is being loaded onto or unloaded from vehicles used to transport them and result in the immediate death or necessary immediate destruction of the covered livestock. We do not cover loss caused by fright, exhaustion, or disease.
17. BREAKAGE OF GLASS constituting a part of the cab of mobile farm equipment.
18. COLLAPSE of a building from the weight of ice, snow, or sleet or other covered perils.
19. VOLCANIC ERUPTION exclusive of loss caused by earthquake, land shock waves, and tremors.

SECTION V – BLANKET FARM PERSONAL PROPERTY

INSURING AGREEMENT

We agree with **you**, in return for **your** premium payment, and subject to the terms, provisions, and conditions of this policy, and endorsements attached to this policy, to insure under Section V, farm personal property usual and incidental to the operation of a **farm** while on the **insured premises** if such property is:

1. owned or being purchased under an installment plan by an **insured person**;
2. leased or rented to an **insured person** for **farming** purposes; or
3. farm machinery borrowed by the **insured person** or his employees for **farming** purposes.

This section applies only when an amount and a premium charge are shown under Section V of the **Declarations**.

SPECIAL PROVISIONS

1. For purposes of this provision, cattle, horses, mules, swine, and sheep are covered while away from the **insured premises**, except while in transit by common carrier or while in slaughterhouses, packing plants, public stockyards, public sale barns, or public sale yards. We will pay no more than \$2,500 for any one animal covered by this policy.
2. FARM IMPLEMENTS, MACHINERY, AND VEHICLES, not otherwise excluded, are covered while away from the **insured premises**.
3. GRAIN, threshed seeds, threshed beans, hay, straw, fodder, silage, ground feed, fertilizer, herbicides, pesticides, and manufactured and compounded stock foods are covered while away from the **insured premises**, except while being stored in or being processed in public elevators or warehouses, seed houses, drying plants, or manufacturing plants.

4. **FIRE OR THEFT ONLY.** We cover the following only against loss by fire or theft when outside a building:
 - (a) grain (except in sacks, wagons, or trucks); or
 - (b) hay, straw, silage, and fodder, including any wrapping, in stacks, windrows, and bales. We will pay no more than the lesser of \$25,000 or 10% of the Section V limit of liability shown on the **Declarations** on any one stack of hay, straw, or fodder. One stack means hay, straw, or fodder in one area separated by a clear space of 100 feet or more from any other hay, straw, or fodder in the open.
5. **BORROWED MACHINERY.** We will pay no more than \$10,000 for farm machinery while borrowed by an **insured person** or his employees for **farming purposes**.
6. **UNHARVESTED GRAIN.** We cover direct physical loss to unharvested grain and seed caused only by the peril of fire or lightning. This does not include forage crops, straw, or stubble. Under this coverage we will pay no more than the lesser of \$25,000 or 10% of the Section V limit of liability shown on the **Declarations**. This coverage does not apply if the same type of grain as that which is damaged is excluded under Section V. This does not increase the Section V limit.

PROPERTY NOT COVERED

We do not cover loss or damage to:

1. Personal property other than farm personal property.
2. Accounts, bills, currency, deeds, evidence of debt, money, and securities.
3. Tobacco, cotton, vegetables, root crops, bulbs, and fruit.
4. Race horses, show horses, and show ponies.
5. Contents of chicken fryer or broiler houses, laying houses, poultry brooder houses, or duck or turkey houses, including fowl therein. However, we do cover contents of small unheated henhouses and poultry brooder houses incidental to ordinary farming.
6. **Automobiles**, trucks, mini trucks, motorcycles, mopeds, utility vehicles, low speed vehicles, motorized all terrain vehicles, amphibious vehicles, dune buggies, golf carts, snowmobiles, minibikes, trail bikes, mobile homes, house trailers, and vehicles primarily designed and licensed for road use, including their engines, tires, parts, and accessories. However, wagons and trailers designed for **farming purposes** are covered unless designed to be pulled by a semi-tractor.
7. Aircraft, including their engines, tires, and parts.
8. Watercraft and their trailers, furnishings, equipment, motors, and parts.
9. Outdoor radio and television equipment.
10. Fences, windmills, and wind chargers and their towers.
11. Private power poles, light poles, telephone poles, outside wiring, and attached switch boxes, fuse boxes, and other electrical equipment.
12. Sawmill equipment.
13. Dogs, cats, pets of any kind, fish, earthworms, bees, fur bearing animals, and contents of fur bearing animal farm buildings.
14. Any permanent fixtures attached to or within a building including bulk milk tanks, bulk feed tanks, barn cleaners, pasteurizers, and boilers.
15. Growing crops and stubble, except as provided in the Special Provisions section.
16. Temporary cribs, buildings, and portable structures except hog feeders and calf creep feeders. However, we will cover portable buildings on skids up to \$1,000. As used in this exclusion, a skid means a wood or metal runner designed specifically for the purpose of moving the portable structure along the ground.
17. **Livestock or poultry caused directly or indirectly by:**
 - (a) running into ravines or ditches;
 - (b) running against fences or other objects;
 - (c) smothering or suffocation, including while in confinement buildings;
 - (d) fright; or
 - (e) freezing.
18. Nursery trees, shrubs, and plants.
19. Pivot or lateral irrigation systems, including their motors and control panels.
20. Property specifically described and insured by this or any other insurance (except for farm machinery purchased on an installment contract where the unpaid balance is covered by other insurance, in which case we, as excess insurance, will cover an **insured person's** interest for the difference between actual cash value and the balance due).
21. Travel trailers, which means trailers equipped with living facilities, designed to be pulled by a motor vehicle and used primarily for vacation travel or leisure time activity.
22. Camping trailers, which means trailers built to expand into temporary living quarters, designed to be pulled by a motor vehicle and used principally for vacation travel or leisure time activity.

COINSURANCE CLAUSE

You must maintain insurance for at least 80% of the actual cash value of all covered farm personal property. If you fail to do this, we will pay the percentage of the loss determined by dividing the amount of insurance carried by the amount you should have carried. The amount payable is subject to any applicable deductible.

If you have a loss, you must furnish us with an inventory of all covered farm personal property so we can establish the actual cash value referred to in the above paragraph. If your loss is both less than \$1,000 and less than 2% of the total amount of insurance applicable to farm personal property at the time such loss occurs, we may elect to waive the inventory requirement. The waiver does not change your obligation to maintain an amount of insurance referred to in this clause.

SECTION V - DEDUCTIBLE

Before we pay for a loss in any one occurrence, we subtract the deductible amount shown in the **Declarations**. If a loss in any one occurrence involves more than one section, only one deductible amount will apply to the loss for all sections. The deductible amount applying will be the highest deductible amount of any section involved. However, if computing the deductible amount in this manner results in less recovery for the **insured person**, the stated deductible amount for each section involved will apply.

SECTION V - ADDITIONAL COVERAGE

FARM OPERATIONS RECORDS COVERAGE. We will pay up to \$2,500 for expenses you incur to reproduce, replace, or restore your farm operations records damaged by a peril we insure against. Payments are in addition to the amount of insurance applying to the loss. No deductible applies to this coverage.

2. **Bodily injury or property damage** arising out of the rendering of or failure to render professional services.
3. **Bodily injury or property damage** arising out of **business** pursuits of an **insured person**.
4. **Bodily injury or property damage** arising out of the use of any land motor vehicle in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition, or stunt activities or contests.
5. **Bodily injury or property damage** resulting from a substance released or discharged from aircraft operated by or for an **insured person**.
6. **Bodily injury or property damage** arising out of any premises owned, rented, or controlled by an **insured person** which are not **insured premises**. This exclusion does not apply to **bodily injury** to a **farm employee** arising out of and in the course of employment by an **insured person** at such premises.
7. **Bodily injury or property damage** expected or intended by an **insured person** or **farm employee**.
8. **Bodily injury or property damage** arising out of war (declared or undeclared), civil war, insurrection, rebellion, or revolution. Discharge of a nuclear weapon is deemed a warlike act even if accidental.
9. **Bodily injury or property damage** arising out of the actual, alleged, or threatened discharge, dispersal, release, or escape of **pollutants**:
 - (a) at or from premises **you** own, rent, or occupy;
 - (b) at or from any site or location used by or for **you** or others for the handling, storage, disposal, processing, or treatment of waste;
 - (c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for **you** or any person or organization for whom **you** may be legally responsible; or
 - (d) at or from any site or location on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations:
 - (1) if the **pollutants** are brought on or to the site or location in connection with such operation; or
 - (2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize the **pollutants**;

except when arising from unintended overspray or drift of smoke or farm chemicals, liquids, or gases applied in normal farm operations causing **bodily injury or property damage** to other than an **insured person** which manifests itself within 60 days from the date of said unintended overspray or drift. An aggregate limit of \$100,000 is the most **we** will pay for this coverage during any one policy period regardless of the number of **insured persons**, unintended oversprays or drifts, claims made, or suits brought.

This exclusion does not apply to **bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or **bodily injury or property damage** caused by heat, smoke, or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
10. Any loss, cost, or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
11. **Bodily injury** for which an **insured** is or becomes legally obligated to pay or voluntarily provides payment under any workers' compensation, disability benefits, non-occupational disease or occupational disease law or act.
12. **Bodily injury** resulting from any act which constitutes harassment, physical abuse, mental abuse, corporal punishment, or sexual abuse or molestation of any person under the laws of any jurisdiction in which the act takes place.
13. **Bodily injury** resulting from the transmission of a communicable disease by an **insured person** or **farm employee**.
14. **Bodily injury or property damage** caused by **fungi**, including, but not limited to, any injury or damage arising, directly or indirectly, in whole or in part, out of or alleged to have arisen out of any act, error, omission, failure to warn, or other duty involving **fungi**, its existence, detection, removal, elimination, or avoidance.
15. **Bodily injury or property damage** arising out of the use, sale, manufacture, delivery, transfer, or possession by an **insured person** of a controlled substance as defined by federal or state law. However, this exclusion does not apply to the legitimate use of prescription drugs by an **insured person** following the order of a licensed physician.
16. **Bodily injury or property damage** caused by or resulting from a criminal act of an **insured person** or **farm employee**. A criminal act is any act or omission for which a penal statute or ordinance permits or requires any term of imprisonment.

Under Coverage L, **we** do not cover:

17. Liability assumed under a contract or agreement. But **we** will cover liability of others assumed by the **insured** under a written contract relating to the **insured premises** or a warranty of goods or products raised or produced on the **insured premises**.
18. **Bodily injury** to **you**, or an **insured person** within the meaning of parts (b) or (c) of the definition of **insured person**.
19. **Property damage** to property owned by an **insured person**.
20. **Property damage** to property rented to, occupied by, used by, or in the care of an **insured person**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion.
21. An **insured person's** liability for **bodily injury or property damage** when it is covered by a nuclear energy liability policy. This exclusion applies even if the limits of liability of that policy have been exhausted or terminated.
22. **Property damage** to:
 - (a) goods or products, including containers, grown, raised, manufactured, sold, handled, or distributed by an **insured person** when the **property damage** arises out of such products; or
 - (b) work performed by or for an **insured person**, when the **property damage** arises out of such work.
23. **Property damage** resulting from diversion or obstruction of streams or surface water, or from interference with the natural drainage to or from the lands of others.
24. Any claim or dispute asserted against **you** by a third party which is based upon groundwater or surface water rights or alleges damages for depletion of groundwater or surface water, nor will **we** provide a defense for any such claim or dispute.
25. Punitive or exemplary damages awarded against an **insured person**.

Under Coverage M, **we** do not cover:

26. **Bodily injury** from nuclear reaction, radiation, or radioactive contamination or any consequences of any of these.
27. Any person, other than a **farm employee**, while on the **insured premises**:
 - (a) because of a **business** conducted on the **insured premises**;
 - (b) in the course of conducting his own or his employer's **business**; or
 - (c) for **farming** purposes because he or his employer is renting the premises or a part thereof for **farming** purposes.
28. Any person, other than a **farm employee**, if such person is regularly residing on an **insured premise**, including any part rented to such person or to others.

SECTION VI - CONDITIONS

1. **WHAT TO DO IN CASE OF BODILY INJURY OR PROPERTY DAMAGE.** In the event of **bodily injury or property damage**, the **insured person** must:
 - (a) notify us or our agent as soon as possible. The notice must give:
 - (1) **your** name and **your** policy number;
 - (2) the time, place, and circumstances of the **occurrence** or loss; and
 - (3) the names and addresses of injured persons and witnesses;
 - (b) send us promptly any legal papers received relating to a claim or suit;
 - (c) cooperate with us and assist us in any matter relating to a claim or suit; and
 - (d) if a loss covered under Coverage N or O occurs, send us a proof of loss signed and sworn to by you within 60 days after we request one. The **insured person** shall also exhibit the damaged property if within the **insured person's** control.The **insured person** will not, except at the **insured person's** own cost, voluntarily make any payment, assume any obligation, or incur expenses, other than for First Aid Expenses, at the time of the **occurrence**.
2. **DUTIES OF INJURED PERSON – COVERAGE M.** The injured person or someone on behalf of the injured person will:
 - (a) give us as soon as possible, written proof of claim under oath if required;
 - (b) submit to physical examination at our expense by doctors we select as often as we may reasonably require; and
 - (c) authorize us to obtain medical and other records.
3. **LIMITS OF LIABILITY.** Regardless of the number of **insured persons**, injured persons, claims made or suits brought, our liability is limited as follows:
 - (a) As respects Coverage L, the limit of liability stated in the **Declarations** is the total limit of our liability for all damages, including prejudgment interest, resulting from any one **occurrence**. But the limit of liability stated in the **Declarations** is the total limit of our liability for all such **occurrences** during the policy period for **bodily injury or property damage** resulting from:
 - (1) handling or use of goods or products manufactured, sold, handled, or distributed by an **insured person**; or
 - (2) an existing condition in those goods or products after an **insured person** has relinquished control and these goods or products are away from the **insured premises**;
 - (b) as respects Coverage M, the limit of our liability stated in the **Declarations** as applicable to "each person" is our limit of liability for all medical expenses for **bodily injury** to any one person as the result of any one **occurrence**.
4. **SEVERABILITY OF INSURANCE.** This insurance applies separately to each **insured person** against whom claim is made or suit is brought, subject to our limits of liability for each **occurrence**.
5. **SUIT AGAINST US.** We may not be sued unless there is full compliance with all the terms of this policy.
We may not be sued under Coverage L until the obligation of an **insured person** to pay is finally determined either by judgment against the person after actual trial or by written agreement of the person, the claimant and us.
No one shall have any right to make us a party to a suit to determine the liability of an **insured person**.
6. **BANKRUPTCY.** We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of the **insured person**.
7. **OTHER INSURANCE.** As respects Coverage L – Farm and Personal Liability, this insurance is excess over any other valid and collectible insurance. As respects Coverage M – Medical Payments to Others, this insurance is excess over any other valid and collectible **automobile** insurance.

GENERAL POLICY CONDITIONS

1. **ASSIGNMENT.** Interest in this policy may not be transferred without our written consent. But if the Policyholder named in the **Declarations** or the spouse of the Policyholder residing in the same household dies, the policy will cover:
 - (a) any surviving member of the deceased's household who was covered under this policy at the time of death, but only while a resident of the **insured premises**;
 - (b) the legal representative of the deceased person while acting within that capacity; and
 - (c) any person having proper custody of insured property until a legal representative is appointed.
2. **CANCELLATION.**

YOUR RIGHT TO CANCEL. You may cancel this policy by returning it to us or by advising us in writing when at a future date cancellation is to be effective. However, if you obtain other farm insurance or similar type insurance to replace this policy, any insurance provided by this policy shall terminate on the effective date of the other policy.

OUR RIGHT TO CANCEL OR NONRENEW. This policy may be cancelled or nonrenewed by us upon 60 days written notice, except that we may cancel upon 10 days written notice in the event of nonpayment of premium. The notice shall state the reason for cancellation or nonrenewal. After the policy has been in effect 60 days, it may only be cancelled by us for one of the following reasons:

 - (a) nonpayment of premium;
 - (b) the policy was obtained through a material misrepresentation;
 - (c) any **insured person** has submitted a fraudulent claim;
 - (d) any **insured person** has violated any of the terms and conditions of the policy;
 - (e) the risk originally accepted has substantially increased;
 - (f) certification to the Director of Insurance of loss of reinsurance by us which provided coverage to us for all or a substantial part of the underlying risk insured; or
 - (g) the determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of the state of Nebraska.

Notice of cancellation or nonrenewal shall be sent by registered, certified, or first-class mail to the **insured's** last mailing address known to the insurer. If sent by first-class mail, a United States Postal Service certificate of mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of certificate.

The policy period will end on the date and time stated in the notice.

RETURN OF PREMIUM. If you or we cancel your policy the unearned premium shall be computed on a pro-rata basis.

The return premium need not be refunded with the notice of cancellation. If it is not, it will be refunded within a reasonable time after the date on which the cancellation takes effect.

3. CONCEALMENT OR FRAUD.
- (a) **Warranties, conditions, and misrepresentations in the application.** No oral or written misrepresentation or warranty made in the negotiation for this policy of insurance by the insured, or on his behalf, shall be deemed material or defeat or avoid the policy, or prevent its attaching, unless such misrepresentation or warranty deceived the company to its injury.
 - (b) **Policy conditions.** The breach of a warranty or condition in any contract or policy of insurance on or before the date of loss shall not void the policy nor avail the insurer to avoid liability, unless such breach shall exist at the time of the loss and contribute to the loss, anything in the policy or contract of insurance to the contrary notwithstanding.
 - (c) **Concealment or fraud.** Except as may be provided above, we do not provide coverage when an insured, on or after the inception date of this policy:
 - (1) intentionally conceals or misrepresents any material fact or circumstance;
 - (2) engages in fraudulent conduct; or
 - (3) makes false statements; related to this insurance.
4. CHANGES. No change or waiver shall be effective in this policy except by endorsement issued by us. If a premium adjustment is necessary we will make the adjustment as of the effective date of the change. If any coverage you have under this policy is broadened without charge during the policy period, this policy will automatically provide the broadened coverage when effective. When there are two or more named insured persons, each acts for all to cancel or change the policy.
5. OUR RIGHT TO RECOVER PAYMENT. After making payment under this policy, we will have the right to recover from anyone held responsible. This right will not apply, under Sections I, II, III, IV, and V, if you have waived it in writing prior to the loss. You will sign and deliver all related papers and do whatever is required to transfer this right to us, and do nothing to harm this right. Anyone receiving the benefit of a payment under this policy will hold in trust for us the proceeds of any settlement or recovery of damages from another and reimburse us to the extent of our payment. This condition does not apply to Section VI, Coverage M – Medical Payments to Others coverage or Coverage N - Damage to Property of Others.
6. POLICY PERIOD. This policy applies to losses, **bodily injury**, or **property damage** which occur during the policy period.
7. PREMIUMS. We will compute the premium as called for by our rules, rates, and rating plans applying to the coverages provided by the policy. If a premium is due at each anniversary, we will use the rates in effect at the anniversary date.

MUTUAL POLICY PROVISIONS

MEETING. The annual meeting of the members of the Company shall be held in Lincoln, Nebraska, on the third Wednesday in February at 10:00 o'clock A.M. Any member may appoint any member in good standing his proxy to vote at any annual or special meeting, or may constitute and appoint the members of the Board of Directors of the Company present at such meeting as his agents and proxy with power and authority to cast his vote upon all business coming before such meeting, each director present to cast the fractional part of his vote determined by the number of directors present at such meeting. All proxies shall be signed by the members and filed with the Company at least five days prior to the day of the meeting.

NON-ASSESSABLE PROVISION. This policy is non-assessable.



What Else Welding
 Lyle Berens Jr
 (605) 359-2213

1-23-16

991261

Invoice

SOLD TO *Orrin Geide* SHIP TO

ADDRESS ADDRESS

CITY, STATE, ZIP *Hartford SD* CITY, STATE, ZIP

CUSTOMER ORDER NO. SOLD BY TERMS F.O.B. DATE

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		<i>10 windbreak cattle panels</i>	<i>675.00</i>		<i>6750 00</i>
			<i>tax</i>		<i>270 00</i>
					<i>7020 00</i>

*✓ 5430
1-28-16*



What Else Welding
Lyle Berens Jr
(605) 359-2213

619781

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE				
		12-9-18				
NAME Orrin Gerde						
ADDRESS						
CITY, STATE, ZIP Humboldt SD						
SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
QUANTITY	DESCRIPTION	PRICE	AMOUNT			
1 10	24' Freestanding Panels	285 ⁰⁰	2850 ⁰⁰			
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12		4.5%	128 ²⁵			
13						
14						
15		Total	2978 ²⁵ / ₀₀			
16						
17						
18						
RECEIVED BY						

A-5205
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11



What Else Welding
 Lyle Berens Jr
 (605) 359-2213

230602

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
NAME		3-23-19
ADDRESS		
CITY, STATE, ZIP		
SOLD BY	CASH	C.O.D.
CHARGE	ON. ACCT.	MDSE. RETD.
PAID OUT		

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	10 24' Freestanding Panels - 6 Rod's	285	2850 ⁰⁰
2			
3			
4			
5			
6			
7			
8			
9	4.5%		\$128 ²⁵ / ₁₀₀
10			
11			
12			
13	Total		\$2978 ²⁵ / ₁₀₀
14			
15			
16			
17			
18			

check # 1347

RECEIVED BY



What Else Welding
 Lyle Berens Jr
 (605) 359-2213

381871

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE 2-10-2021	
NAME Circle G Ranch					
ADDRESS					
CITY, STATE, ZIP Hartford SD					
SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
11	24' freestanding Panels 6 Rods	320 ⁰⁰	3520 ⁰⁰
2			
3	24' freestanding Panels with		
4	Hinge Tube - 6 Rods	340 ⁰⁰	340 ⁰⁰
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

✓ 1400

4.5%

173⁷⁰

Total

\$4033⁷⁰

RECEIVED BY

A-5805
T-46320/40350

KEEP THIS SLIP FOR REFERENCE

01-11

MARTIN STOFFERAN

Cell (712) 540-1262

M & S Drainage, Inc.

240 N. West Street
Canton, SD 57013

Call for Estimates • (605) 764-8189

JIM STOFFERAN

Cell (712) 540-1294

Bill To
Orrin Geide

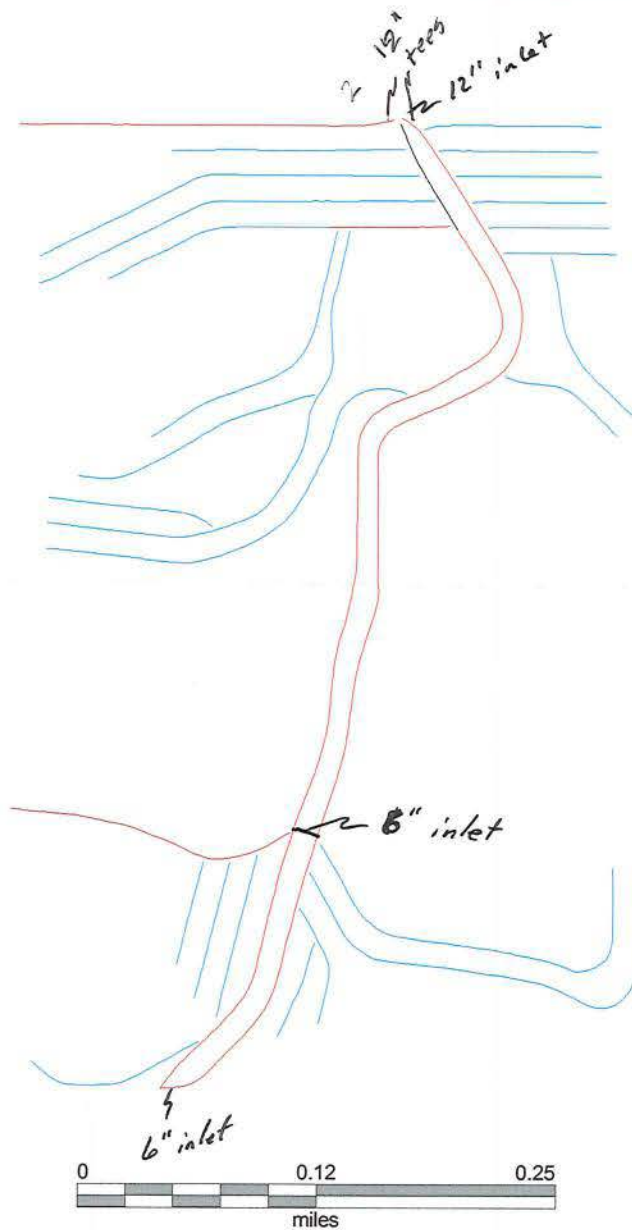
Date	Invoice #
6/6/2016	1219

Terms	Due Date
	6/6/2016

Quantity	Description	Rate	Amount
16,256	4 inch tubing & installation	1.35	21,945.60T
8,111	6 inch tubing & installation	2.05	16,627.55T
335	8 inch tubing & installation	2.55	854.25T
30	Connections	35.00	1,050.00T
2	6 inch inlet pipe	175.00	350.00T
1	12 inch inlet and installation	350.00	350.00
	Gerald Gibson's payment	-20,000.00	-20,000.00T
24,702	Discount	-0.05	-1,235.10T
	SD Excise Tax	2.00%	391.85
	<i>20,334.15</i>		
	<i>31,458.13</i>		
	<i>51,792.28</i>		
	<i>3,062.55</i>		
	<i>54,854.83</i>		
Thank you for your business.		Total	\$20,334.15

*Specialists in Farm Ground Work & Cable Construction
GPS Operated Drainage Equipment • For All Your Farm Drainage Needs*

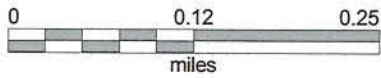
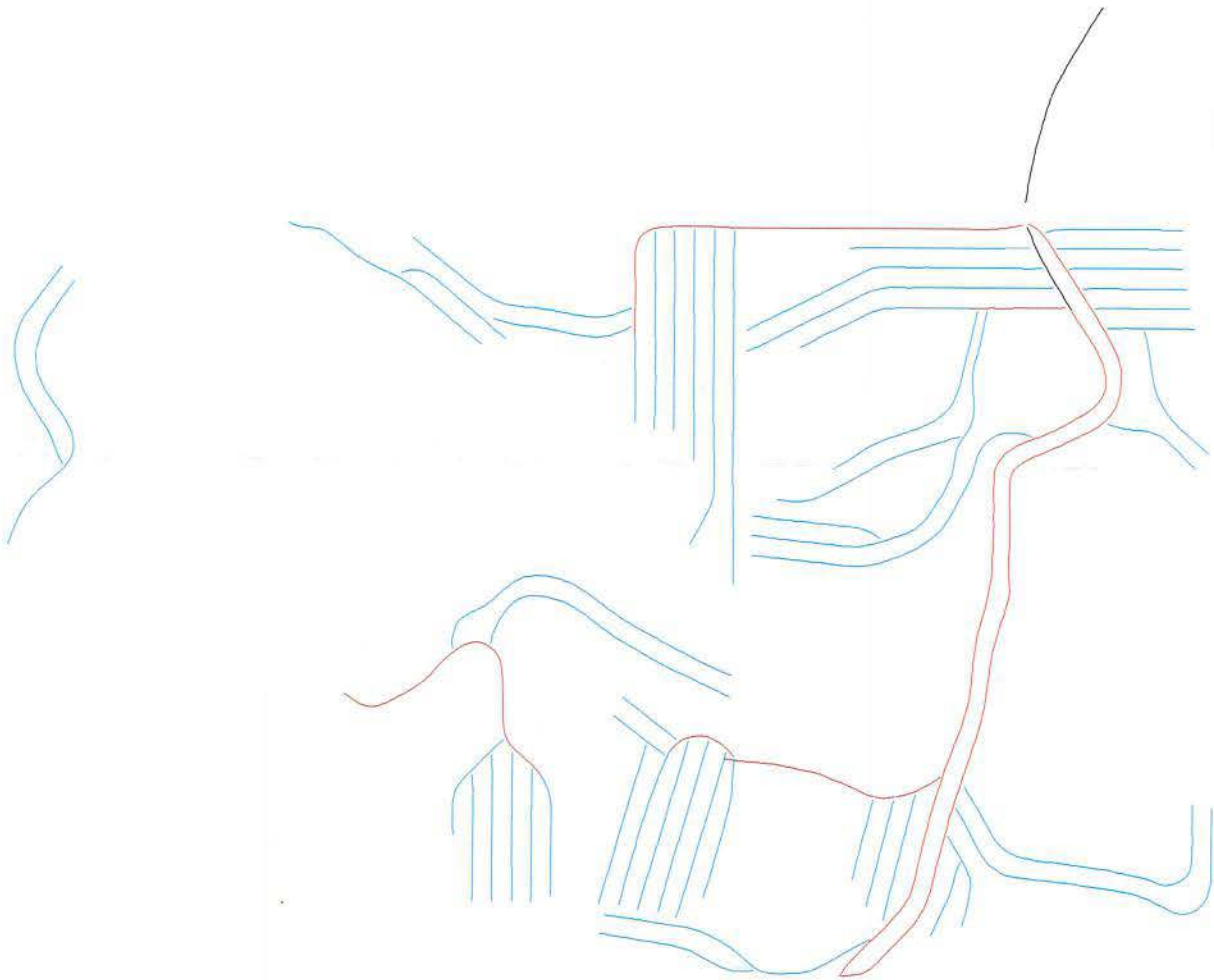
Name



Client: Gibson, Gerald
Name: LineFeature

Tile 4	16256.58 ft
Tile 6	8111.06 ft
Tile 8	335.11 ft

Name



Client: Geide, Orrin
Name: Wall Lake section 5

 Tile 4 19661.78 ft
 Tile 6 2071.11 ft

MARTIN STOFFERAN

Cell (712) 540-1262

M & S Drainage, Inc.

240 N. West Street
Canton, SD 57013

Call for Estimates • (605) 764-8189

JIM STOFFERAN

Cell (712) 540-1294

Bill To
Orrin Geide

Date	Invoice #
6/6/2016	1218

Terms	Due Date
	6/6/2016

Quantity	Description	Rate	Amount
19,661	4 inch tubing & installation	1.35	26,542.35T
2,071	6 inch tubing & installation	2.05	4,245.55T
3	6 inch outlet pipe & guard	100.00	300.00T
24	Connections	35.00	840.00T
21,732	Discount	-0.05	-1,086.60T
	SD Excise Tax	2.00%	616.83
Thank you for your business.		Total	\$31,458.13

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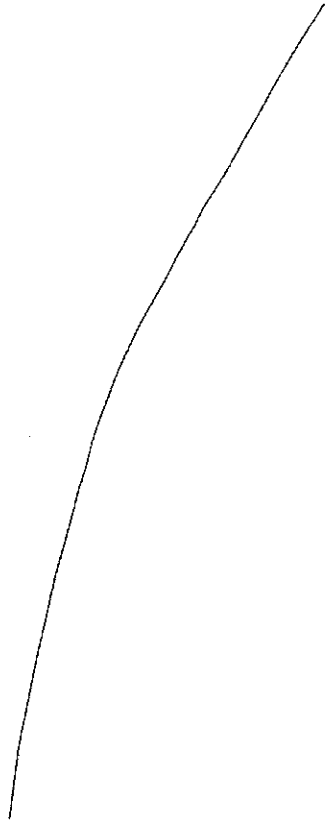
Date	Invoice #
6/6/2016	1221

Terms	Due Date
	6/6/2016


Quantity	Description	Rate	Amount
751	8 inch tubing & installation	2.55	1,915.05T
1	12 inch road crossing	1,000.00	1,000.00T
1	8 inch outlet pipe & guard	125.00	125.00T
751	Discount	-0.05	-37.55T
	SD Excise Tax	2.00%	60.05
Thank you for your business.		Total	\$3,062.55

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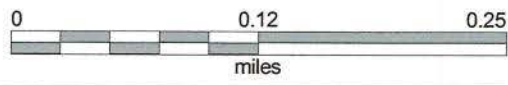
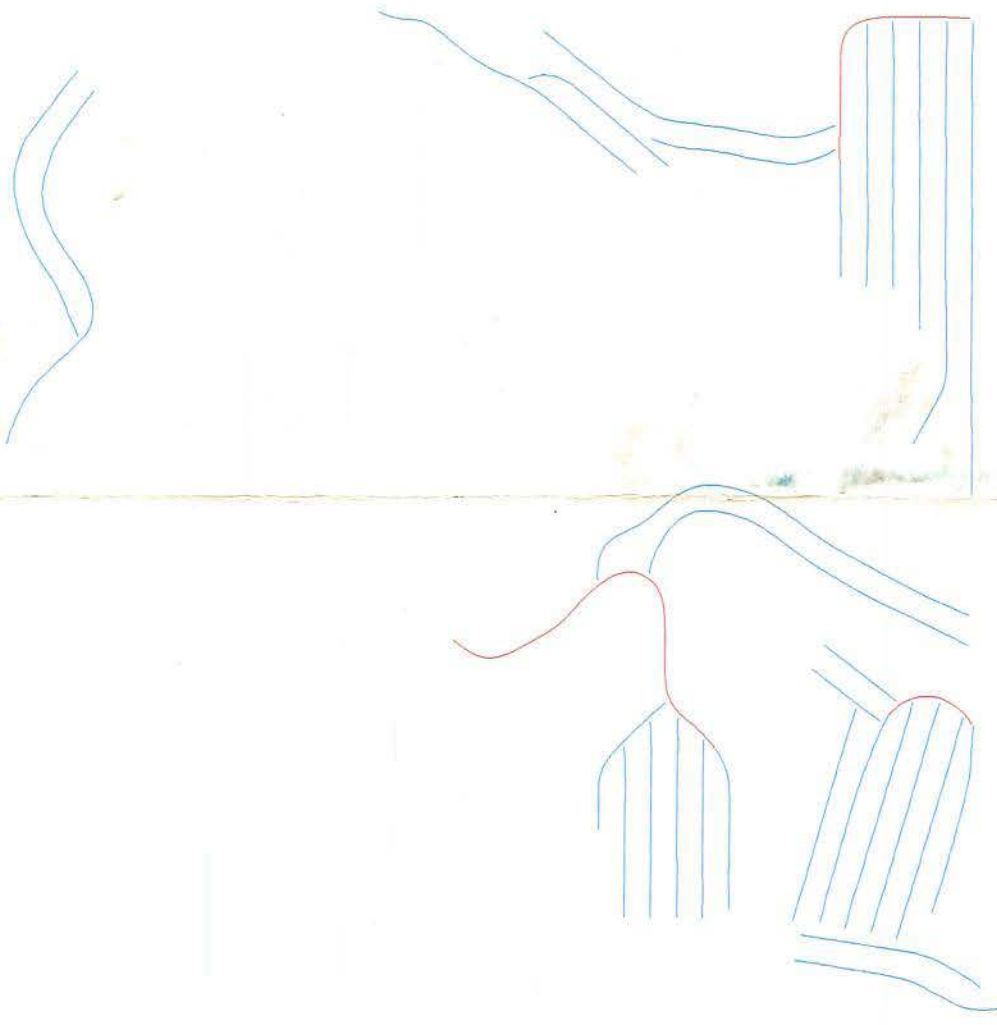
Name





Client: Geide, Orrin
Name: Deloris Dow Pasture

 Tile 8 751.28 ft

Name



Client: Geide, Orrin
Name: Wall Lake section 5

 Tile 4 19661.78 ft
 Tile 6 2071.11 ft



June 4, 2022

Orrin E. Geide
46134 263rd Street
Hartford, SD 57033

**RE: In the Matter of the Application by SCS Carbon Transport LLC
for a Permit to Construct a Carbon Dioxide Pipeline
PUC Docket: HP22-001
MAGT File: 0515
Tract(s) # SD-MI-0090.100, SD-MI-0092.200, SD-MI-0092.210**

Dear Orrin E. Geide:

As you are aware, we continue to plan for the permitting of the proposed Summit Carbon Solutions CO₂ pipeline in South Dakota. We write to express again our need to have access to your property for purposes of making a survey for civil construction, biological, and cultural reasons. Our expected dates of entry would be from 7/31/2022 to 8/4/2022. If you have a more convenient series of dates, we'd be glad to work with you on it. In any event, we propose to complete the survey work within 45-days following the 30-day written notice period that is initiated by the receipt of this letter.

We would welcome your consent in allowing us access to your property. Likewise, we respectfully request contact information for any tenants that may rent or lease this property so we may provide them notice as well.

We want you to be aware that state law, replicated below, gives us the ability to make such a survey without your consent. We would much rather obtain your consent, and we remain willing to discuss that with you. Your land agent is the person to work with in that regard. Call us if you need to.

21-35-31. Entry on private property for examination and survey of project requiring siting permit from Public Utilities Commission.

The provisions of this section only apply to a project which requires a siting permit pursuant to chapter [49-41B](#). Each person vested with authority to take private property for public use may cause an examination and survey to be made as necessary for its proposed facilities. The person or the person's agents and officers may enter the private property for the purpose of the examination and survey. Any person seeking to cause an examination or survey, where permission for examination or survey has been denied, shall:

- (1) Have filed a siting permit application with the Public Utilities Commission pursuant to § [49-41B-11](#);
- (2) Give thirty days written notice, including the filing and expected dates of entry, to the owner and any tenant in possession of the private property; and
- (3) Make a payment to the owner, or provide sufficient security for the payment, for any actual damage done to the property by the entry.

This section does not apply to the state or its political subdivisions. This section is in addition to and not in derogation of other existing law.

The application filing was made February 7, 2022 and can be found at your county auditor's office and can also be accessed on line here:

<https://puc.sd.gov/Dockets/HydrocarbonPipeline/2022/HP22-001.aspx>

The law requires us to offer you sufficient security for any actual damage that we might cause to your property. Generally, the surveys we intend are non-destructive, though typically hand tools (e.g., spades, shovels, augers) may be used and result in small soil disturbances at discrete locations. These may be necessary during the survey work depending on encountered conditions. The enclosed fact sheet provides details of this level of survey work and examples of the kinds of disturbances that may occur on your property. Once this level of survey work is completed, each disturbed site will be returned to near existing conditions.

If, for some reason, damage would occur, that damage is the responsibility of the project and we will promptly repair the damage or reimburse you for the repairs, at your choice. To assure you that you will be compensated if any damage occurs, the project has obtained a bond and a copy of that bond is enclosed. We have not included a copy of the exhibits to the bond as the exhibits contain personal information of other landowners, but we represent that you are listed as an obligee. If you have further questions about the bond, please let us know.

We thank you for your cooperation and hope to gain your trust and confidence as we proceed. You can expect that we will be following up with you soon to coordinate survey access on the days listed or on days that are agreeable to you. Should you have questions or would like additional information, please contact us at (605) 553-9255 or via email at InfoSD@summitcarbon.com. We consider this to be written notice to you pursuant to SDCL 21-35-31(2).

Sincerely,

Jenni Sherrill, Right of Way Supervisor in service to Summit Carbon Solutions

**SURVEY PERMIT
PERFORMANCE BOND**

Bond No. EACX4020367

KNOW ALL MEN BY THESE PRESENTS, that we, **Summit Carbon Solutions, LLC**, (hereinafter called the Principal), and **Endurance Assurance Corporation**, a corporation duly organized under the laws of the State of **Delaware** (hereinafter called the Surety), as Surety, are held and firmly bound unto **Land Owners Listed on Exhibit A and Exhibit B** (hereinafter called the Obligees), in the maximum penal sum not to exceed and aggregate amount of **One Million and 0/100 Dollars (\$1,000,000.00)** lawful money of the United States of America (hereinafter called the Maximum Penal Sum), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for certain survey work in South Dakota maintained by the Obligees and as outlined in the permit.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the above bounden Principal, shall well and truly keep, do and perform each and every, all and singular, the matters in said Permit or shall pay over, make good and reimburse to the above named Obligee all loss and damage which may sustained by reason of failure or default on the part of said Principal, then this obligation shall be null and void; otherwise shall remain in full force and effect. In no event shall the liability of the Surety to the Obligees for obligations herein exceed the Penal Sum in the aggregate, regardless of the number of claims made.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, the liability of the Principal and Surety under this bond is limited to the term of one year beginning the **2nd** day of **June, 2022**. It is further agreed that refusal by the Surety to extend the term of this bond shall not constitute a default by the Principal, nor failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall not give rise to a claim or demand against the Surety under this bond.

PROVIDED, HOWEVER, this bond may be cancelled at any time upon sending thirty (30) days written notice by the Surety to said Obligees.

Sealed with our seals and dated this **2nd** day of **June, 2022**.

Lindy Tassi
Witness

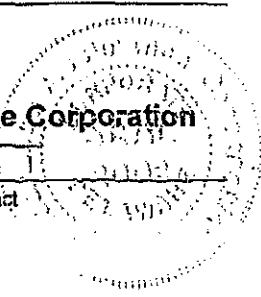
Senia Hernandez
Witness Senia Hernandez

Summit Carbon Solution, LLC

[Signature]

Endurance Assurance Corporation

John Hohlt
John Hohlt, Attorney-In-Fact





**MULTI-OBLIGEE RIDER
(Concurrent Execution)**

TO BE ATTACHED TO AND FORM PART OF BOND NO. EACX4020367 dated concurrently with the execution of this Multi-Obligee Rider issued by Endurance Assurance Corporation as "Surety"

in the amount of One Million and 0/100 Dollars (\$1,000,000.00) "Penal Sum" on behalf of Summit Carbon Solutions, LLC as "Principal", in favor of Land Owners Listed on Exhibit A and Exhibit B, Multi-Obligees "Obligees".

IT IS HEREBY UNDERSTOOD AND AGREED that the above described bond is amended to include the following paragraph:

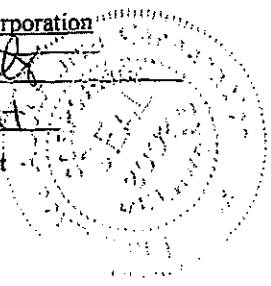
The Surety's total aggregate liability to the Obligees is limited to the Penal Sum of the Bond. Regardless of the length of time the Bond is in force, the Surety's obligation is not cumulative and is limited to the Penal Sum of the bond.

IT IS FURTHER UNDERSTOOD AND AGREED that nothing herein changes, alters, or varies the terms of the above Bond except as provided for herein.

Principal

Surety

Summit Carbon Solutions, LLC
By: [Signature]
Name/Title: James Bowen
C.O.O.

Endurance Assurance Corporation
By: [Signature]
Name: John Hohlt
Attorney-in-Fact 



POWER OF ATTORNEY

9423

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Josh Kirklin, Jack Meikle, John Hohlt as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).





Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.


<p>Endurance Assurance Corporation</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel, SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel, SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel, SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel, SVP & Senior Counsel</p> 
---	--	--	--

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

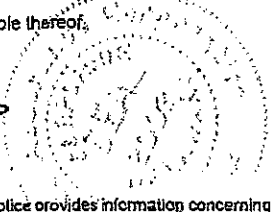
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of June, 2022

By: *Daniel S. Lorie*

Daniel S. Lorie, Secretary



NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



SUMMIT
CARBON
SOLUTIONS

January 14, 2022

Via: Hand Delivered

Orrin Earle Geide
46134 263rd Street
Hartford, SD 57033

RE: Offer to Acquire Easements
Tract #: SD-MI-0090.100, SD-MI-0092.200, SD-MI-0092.210 Minnehaha County, South Dakota

Dear Landowner:

In our previous communications with you, Summit Carbon Solutions, LLC ("Summit") announced the construction of a carbon dioxide pipeline and any necessary appurtenant facilities (collectively the "Pipeline") across Minnehaha County, South Dakota, for the Midwest Carbon Express project (the "Project"). Summit has hosted public meetings across the Project area for landowners to learn more about the Project and its benefits and we have been communicating with you regarding survey permissions. In order to implement the Project, Summit must obtain rights to each property along the Project route. Summit is currently in the process of acquiring easements from landowners, and public records indicate that you are the record titleholder of the property described in the enclosed easement agreement ("Easement Agreement").

The Easement Agreement sets forth the easements Summit desires to obtain (the "Easements") and their approximate location across your property. In a good faith effort to reach an agreement for the Easements, Summit offers to pay you the sums set forth in the attached Easement and Damage Calculation Sheet (the "Offer Amount") as compensation for the Easements and damages referenced in the calculation sheet, all in exchange for your execution of the Easement Agreement in favor of Summit. Summit makes this offer to you premised upon its understanding that you are the owner of the property referenced in the Easement Agreement and that you can lawfully convey the Easements free and clear of any claims of others. If this is not the case, please so advise. If there are multiple owners and interest holders of the property, the Offer Amount will be paid proportionately based upon your undivided interest in and to the property.

Summit is committed to working closely with landowners as we continue to develop the Project and are available to answer your questions about the Project. Summit has established a project email, InfoSD@summitcarbon.com and a 24-hour project toll free number, 1-800-948-1722, should you need to contact us.

Sincerely,

Robin K. Wall, TRC Companies
Representing Summit Carbon Solutions

Enclosures: Easement Agreement
Easement & Damage Compensation Worksheet
Property Information
W9 – IRS Form

Prepared By:
Brett Koenecke
May, Adman, Gerdes & Thompson LLP
503 S. Pierre St. / PO Box 160
Pierre, SD 57501

Return Document to:
Summit Carbon Solutions LLC
c/o TRC Solutions
800 S 7th Avenue
Sioux Falls, SD 57104

Tract No. SD-MI-0090.100
SD-MI-0092.200
SD-MI-0092.210

EASEMENT AGREEMENT

This easement agreement ("Agreement") is made as of the date of the last Landowner signature to the Agreement (the "Effective Date") by and between **Orrin Earle Geide and _____**, his wife, whose mailing address is set forth below, (hereinafter referred to as "Landowner", whether one or more), and **Summit Carbon Solutions, LLC**, an Iowa limited liability company, whose mailing address is 2321 N Loop Drive, Suite 221, Ames, Iowa, 50010, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Company"). 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, the parties agree as follows:

1. **Grant.** Landowner owns the real property described on Exhibit A, incorporated by reference herein, ("Landowner's Property") and hereby grants, sells and conveys unto Company, for use by Company and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it, the following easements in, over, through, across, under, and along Landowner's Property in the approximate locations shown on Exhibit B, incorporated by reference herein, except as noted below:
 - a. **Pipeline Easement.** A free and unobstructed permanent, non-exclusive pipeline easement fifty feet (50') in width ("Pipeline Easement"), for the purposes of owning, accessing, surveying, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, substituting, operating, inspecting, maintaining, repairing, patrolling, protecting, changing slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, one pipeline not to exceed twenty-four inches (24") in nominal diameter for the transportation of carbon dioxide and its naturally occurring constituents and associated substances and any appurtenant facilities above or below ground, including aerial markers, power drops, telecommunications, cathodic protection, and such other equipment as is used or useful for the foregoing purposes, (collectively, the "Pipeline Facilities").
 - b. **Temporary Easement.** For the period beginning on the Effective Date and terminating on the Company's delivery to Landowner of written notice of termination, which Company shall deliver within a reasonable time after completion of construction on the Landowner's Property, a free and unobstructed non-exclusive temporary construction

easement (the "Temporary Construction Easement") for the purpose of accessing, surveying, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, substituting, operating, inspecting, maintaining, repairing, patrolling, protecting, changing slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part the Pipeline Facilities in the Pipeline Easement.

- c. **Access Easement.** A free and unobstructed non-exclusive easement in, to, through, on, over, under, and across the Landowner's Property and over the property of Landowner adjacent to the Easements and lying between public or private roads and the Easements (the "Access Easement") for the purpose of ingress and egress to the Pipeline Easement and, while in effect, Temporary Construction Easement and for all purposes necessary and at all times convenient to exercise the rights granted to it by this Agreement. Access Easement may not be specifically shown on Exhibit B.

The Pipeline Easement, Temporary Construction Easement and Access Easement may be collectively referred to in this Agreement as the "Easements".

2. **Location.** Exhibit B shows the approximate location of the Pipeline Easement and Temporary Construction Easement and may show portions of the Access Easement. Company shall have the right to select the exact location of the Easements and the location of the pipeline and other Pipeline Facilities within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement. The parties acknowledge that Exhibit B may be in preliminary form, whether as sketches or surveys or otherwise. Accordingly, the parties agree that upon completion of a more complete depiction of the locations of the Easements, the Company, without joinder of Landowner, may replace Exhibit B with Exhibit B-1, which shall be such final, more complete exhibit, by affidavit, amendment or otherwise. However, upon the request of Company, Landowner agrees to cooperate with Company and to execute and deliver to Company any additional documents, including an amendment to this Agreement, for the purpose correcting the legal description or location of the Easements or making such other modifications requested by Company to accomplish the purposes of this Agreement. Company shall provide Landowner with a copy of the recorded affidavit, amendment or re-recorded Agreement.
3. **Damages.** Company agrees to pay to Landowner the sums set forth on the Damage Calculation Sheet dated with the Effective Date in satisfaction of those damages described on the Damage Calculation Sheet.
4. **Restoration.** After it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, Company will, insofar as reasonably practicable and except as the surface may be permanently modified in accordance with the rights granted under this Agreement, restore the ground disturbed by the Company's use of the Easements and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Landowner from soil erosion resulting from operations of Company under this Agreement. Company shall restore all fences to as nearly as reasonably practicable to their condition prior to the use of said Easements, except for any portion within the Easements that is permanently altered in accordance with rights given under this Agreement. If Landowner notifies Company that any drainage tile or

irrigation systems on the Grantor's Property have been damaged as a direct result of Company's activities in connection with the Easements, then Company shall investigate the damages and, if Company confirms the claim, at Landowner's option, repair or replace such tile or irrigation or pay Landowner the costs to repair or replace such tile or irrigation.

5. Landowner's Use.

- a. Subject to the following subsections, Landowner may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Landowner's uses may include but shall not be limited to agricultural, open space, and installation and maintenance of fences (provided Company shall at all times have access through any such fence by means of a gate), provided that any such use is not otherwise prohibited by applicable law and provided that such use does not, in Company's sole discretion, cause a safety hazard or unreasonably interfere with Company's rights under this Agreement. The use of the Pipeline Easement by Landowner shall be regulated by Company requirements and all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement.
- b. Landowner may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Company's right to use said Easements for the purposes set forth in this Agreement. Without limiting the generality of the previous statement, Landowner is not permitted to conduct any of the following activities on the Easements without the written permission of Company: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements; (2) drill or operate any well or any equipment for the production or development of minerals; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Landowner further agrees that no above or below ground obstruction, whether temporary or permanent, man-made or natural, that, in the sole discretion of Company, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and other Pipeline Facilities or use of the Easements may be placed, erected, installed or permitted to exist without the written permission of Company. In the event the terms of this paragraph are violated, or the Easements are otherwise obstructed in a manner that Company determines in its sole discretion interferes or may interfere with its rights hereunder, Landowner shall immediately remove such violation or obstruction upon receipt of written notice from Company or Company shall have the immediate right to correct or remove such violation or obstruction at the sole expense of Landowner. Landowner shall promptly reimburse Company for any actual expense related to such correction or removal. Landowner 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, temporary or permanent, installed by Landowner subsequent to the date that Company acquires the Easements, may be removed by Company without liability to Landowner for damages.
- c. Landowner acknowledges and agrees that during the initial construction of the Pipeline Facilities or any construction, maintenance, repair, replacement or removal work on the Pipeline Facilities, Landowner may not have use of the Easements for any purpose so as to avoid disrupting such construction or other work or compromising the safety considerations of the construction or repair work. Landowner agrees to abide by any and all safety instructions established by the Company.

6. **Indemnification.** Company agrees to indemnify and hold Landowner harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use of the Easements by Company, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Landowner, or its servants, agents or invitees.
7. **Assignment.** Company shall have the right to sell, assign, apportion, mortgage or lease this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more parties, and Company shall be released from its obligations under this Agreement to the extent of such sale, assignment, apportionment, or lease, provided that any such purchaser, assignee, apportionee, or lessee assumes Company's obligations. The Pipeline Easement and Access Easement shall be permanent, and the Easements and provisions of this Agreement, including all benefits and burdens, shall constitute a covenant and burden on the land and shall run with the land.
8. **Landowner's Interest.** Landowner, for itself, its heirs, successors, and assigns, represents, warrants, and covenants that it is the sole true and lawful owner(s) of Landowner's Property and has full right and power to grant and convey the Easements. Landowner hereby binds itself and its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend the above-described Easements and rights, unto Company, and Company's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. Landowner relinquishes, releases and waives all rights of dower, homestead and distributive shares in and to the Easements.
9. **Landowner Liens.** Landowner consents to Company contacting any lender, mortgagee, or other pre-existing holder of a lien or interest in the Property in order to secure a consent, subordination, non-disturbance agreement or such other document as Company deems necessary for the benefit of the parties. Such form may be recorded in the real estate records of the county in which Landowner's Property lies. Upon the request of Company, Landowner agrees to fully cooperate with Company in order to secure such document from each lender, mortgagee, or other pre-existing holder of a lien or interest in the Property. Landowner shall not be required to incur any third party out of pocket expenses in connection with assisting Company in the pursuit of the foregoing documents; all such third party out of pocket expenses relating to the same shall be paid by Company.
10. **Property of Company.** Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all other Pipeline Facilities shall at all times remain the property of the Company notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Company.
11. **Miscellaneous.**
 - a. To the extent provisions included in Exhibit C, incorporated by reference herein, if any, conflict with provisions of this Agreement, provisions of Exhibit C control.
 - b. All notices given or permitted to be given under this Agreement shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named above, (ii) upon deposit in the United States mail in a sealed envelope or container,

- postal charges prepaid, return receipt requested or certified mail, or (iii) upon deposit with an overnight courier service. Either party may, by notice given at any time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.
- c. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of the State of South Dakota and all applicable federal laws. All actions or proceedings with respect to this Agreement shall be instituted only in state court of the states of Iowa or South Dakota, and Landowner consents to the jurisdiction of or venue in such courts.
 - d. Company may exercise all or any of its rights in this Agreement at any time, and Company's non-use or limited use of any such rights shall not constitute forfeiture of or otherwise limit any such rights.
 - e. The waiver or failure to enforce any provision of this Agreement by either Landowner or Company or the waiver of a breach or violation of any provision of this Agreement by either party shall not operate as or be construed as a waiver of any subsequent breach, or waiver or failure to enforce, of any provision of this Agreement.
 - f. 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 its respective heirs, devisees, representatives, successors and assigns. Company's payment of consideration for this Agreement is evidence of Company's acceptance of the Agreement. This Agreement, or a memorandum giving notice of this Agreement, and exhibits, including subsequent Exhibit B-1, may be recorded in the real estate records of the county or counties where Landowner's Property lies. Company may exercise its discretion in whether or not to record any document or exhibit referenced herein, including, but not limited to, Exhibit B or Exhibit B-1. The parties agree that failure to record any document or exhibit shall not affect its validity or the validity of this Agreement. Any document not recorded will be held by Company for safekeeping.
 - g. This Agreement, including all exhibits, addendums and amendments to the Agreement, and any payment or damage calculation sheets provided to the Landowner and any other documents signed contemporaneously with this Agreement, contain 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. Except as provided in paragraph 2, this Agreement, shall not be abrogated, modified, rescinded, or amended in whole or in part without the written consent of Landowner and Company, in writing and executed by each of them.
 - h. 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 from this Agreement 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.

Signature page(s) follows

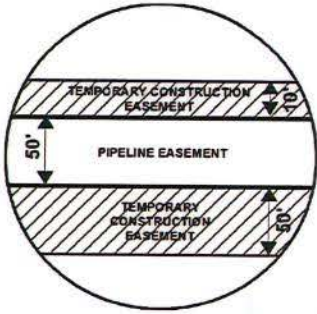
EXHIBIT A

Township 101 North, Range 51 West
Section 5: SW, NW
Section 8: NW

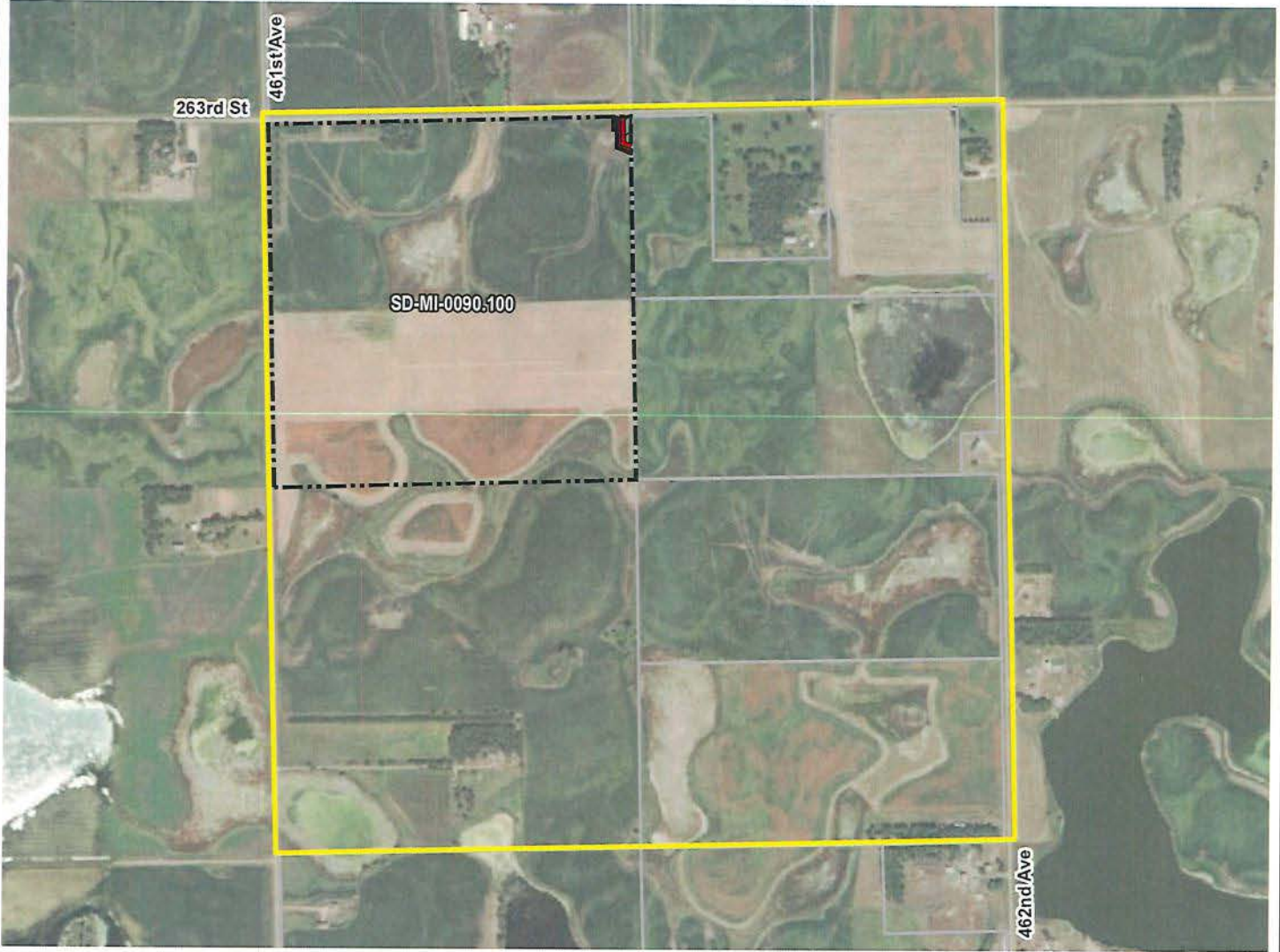
EXHIBIT "B"

PRELIMINARY ROUTE

MINNEHAHA COUNTY, SOUTH DAKOTA



SEC. 08 T101N R51W



ROUTING LENGTH = 277.86 FT +/-

IMPACTS: PIPELINE EASEMENT = 0.319 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 0.335 AC. +/-

Legend

- PROPOSED ROUTE
- PARCEL BOUNDARY
- ADJACENT PROPERTIES
- PIPELINE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- SECTION BOUNDARY
- COUNTY BOUNDARY

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3. COORDINATE SYSTEM: UTM ZONE 14 NORTH, NAD83, US SURVEY FEET

SIGNATURE: _____ DATE: _____



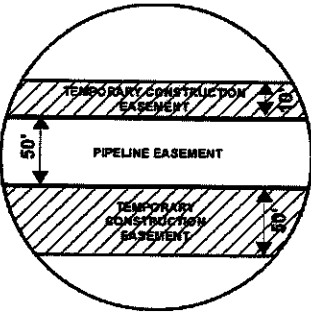
PRELIMINARY PIPELINE ROUTE

DRAWN BY: AC		SUMMIT CARBON SOLUTIONS MIDWEST CARBON EXPRESS ORRIN E. GEIDE TAX ID: 012008100001000 TRACT NUMBER: SD-MI-0090.100
CHECKED BY: JW		
MAP DATE: 12/17/2021		
SCALE: 1 inch = 1,163'		
REV NO.	DATE	DESCRIPTION
A	12/17/2021	INITIAL ISSUE
DRAWING NO. C-MCE-ACQ-SD-MI-0090.100		PROJECT NO. 450959 SHEET NO. 01 of 01

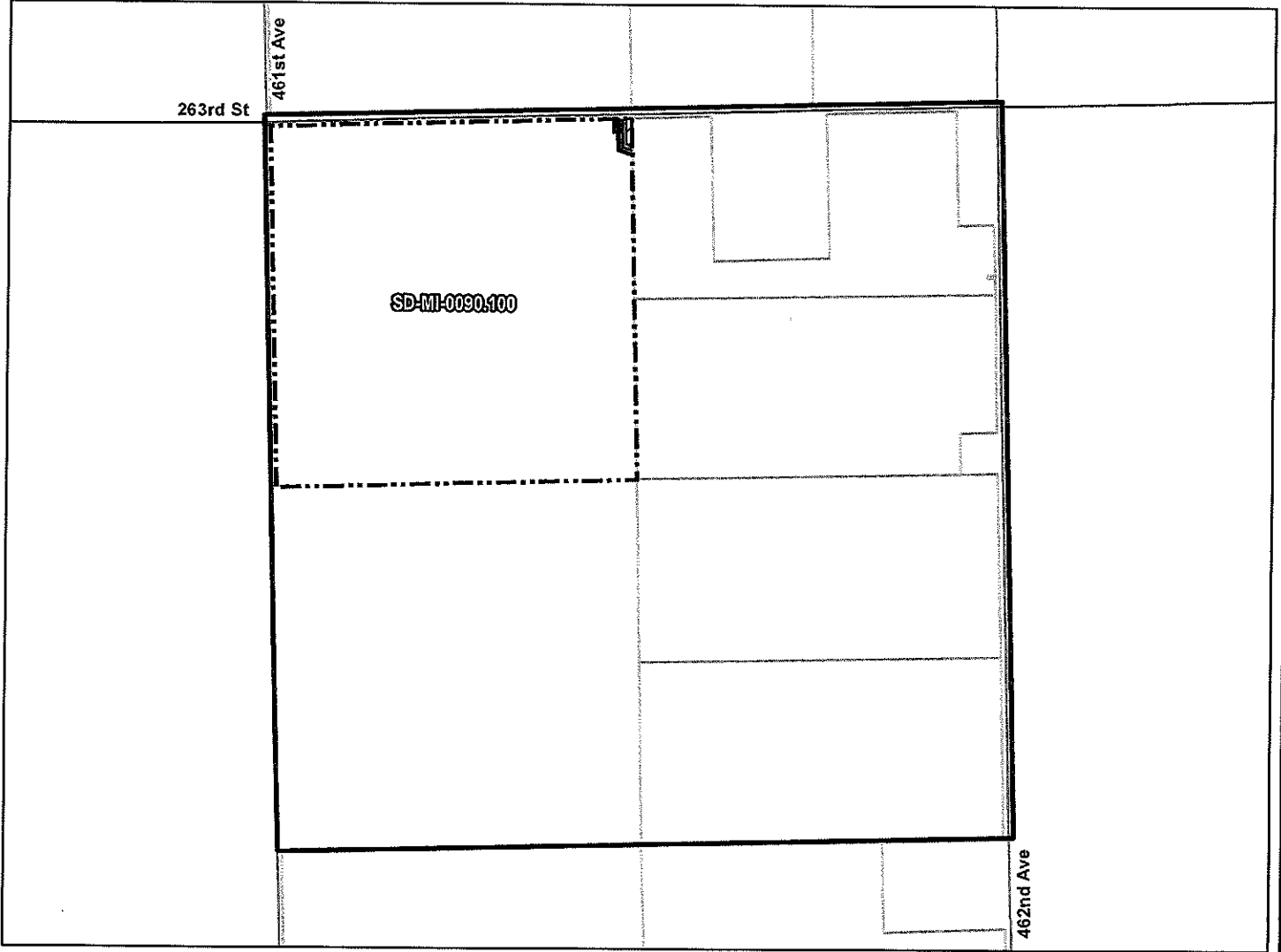
EXHIBIT "B"

PRELIMINARY ROUTE

MINNEHAHA COUNTY, SOUTH DAKOTA



SEC. 08 T101N R51W



ROUTING LENGTH = 277.86 FT +/-
IMPACTS: PIPELINE EASEMENT = 0.319 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 0.335 AC. +/-

Legend

- PROPOSED ROUTE
- ROADS
- PARCEL BOUNDARY
- ADJACENT PROPERTIES
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SUMMIT CARBON SOLUTIONS

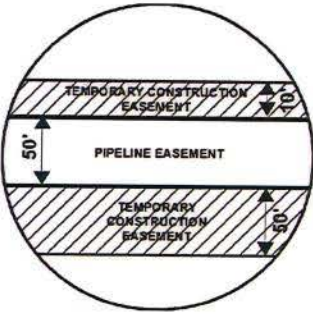
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A	12/17/2021	INITIAL ISSUE
DRAWING NO. BW-MCE-ACQ-SD-MI-0090.100		PROJECT NO. 450959 SHEET NO. 01 of 01

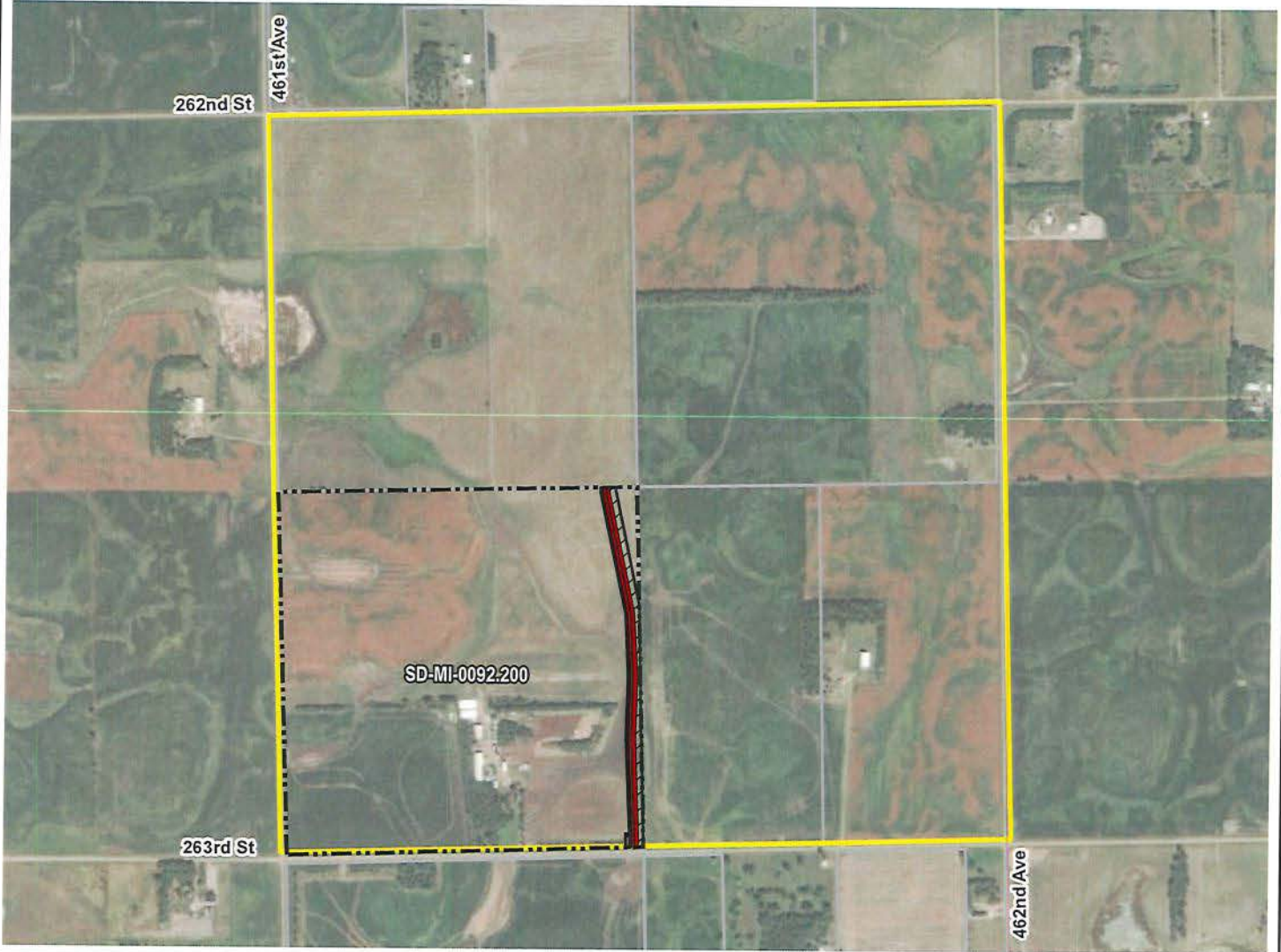
EXHIBIT "B"

PRELIMINARY ROUTE

MINNEHAHA COUNTY, SOUTH DAKOTA



SEC. 05 T101N R51W



ROUTING LENGTH = 2635.131 FT +/-
 IMPACTS: PIPELINE EASEMENT = 3.025 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 3.31 AC. +/-

Legend

- PROPOSED ROUTE
- PARCEL BOUNDARY
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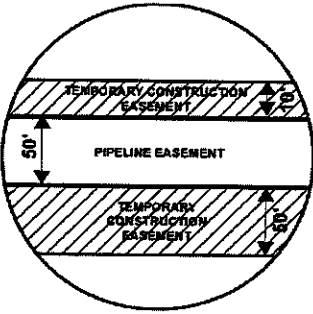
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CHECKED BY: JW		
MAP DATE: 12/17/2021		
SCALE: 1 inch = 1,178'		
REV NO.	DATE	DESCRIPTION
A	12/17/2021	INITIAL ISSUE
DRAWING NO. C-MCE-ACQ-SD-MI-0092.200		PROJECT NO. 450959 SHEET NO. 01 of 01

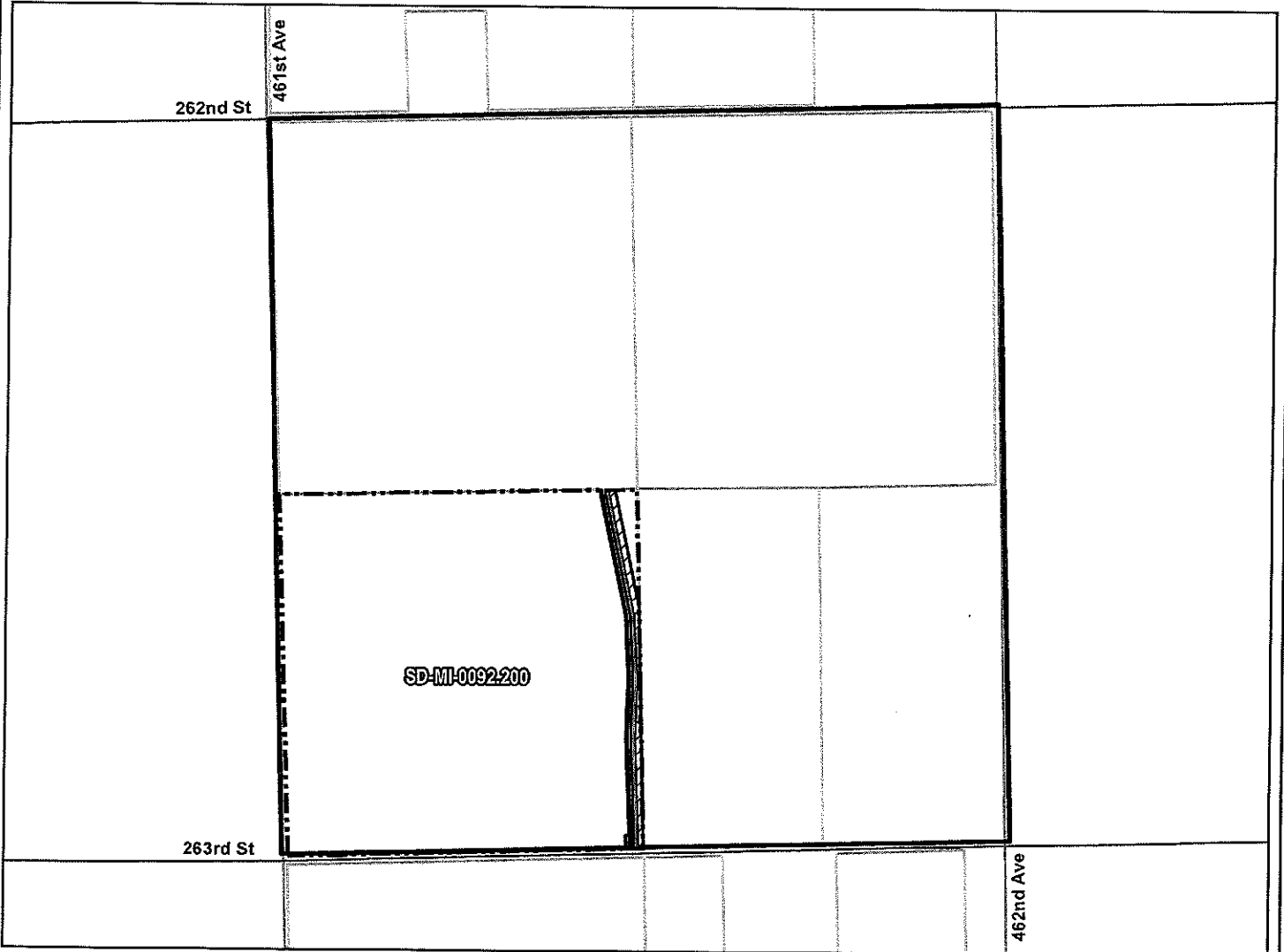
EXHIBIT "B"

PRELIMINARY ROUTE

MINNEHAHA COUNTY, SOUTH DAKOTA



SEC. 05 T101N R51W



ROUTING LENGTH = 2635.131 FT +/-

IMPACTS: PIPELINE EASEMENT = 3.025 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 3.31 AC. +/-

Legend

- PROPOSED ROUTE
- ROADS
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SUMMIT CARBON SOLUTIONS

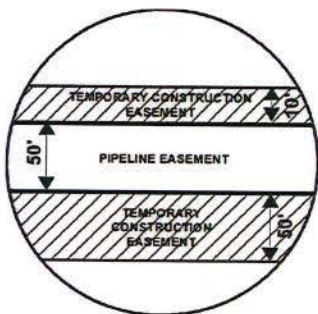
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CHECKED BY: JW		
MAP DATE: 12/17/2021		
SCALE: 1 inch = 1,183'		
REV NO.	DATE	DESCRIPTION
A	12/17/2021	INITIAL ISSUE
DRAWING NO. BW-MCE-ACQ-SD-MI-0092.200		PROJECT NO. 450959
		SHEET NO. 01 of 01

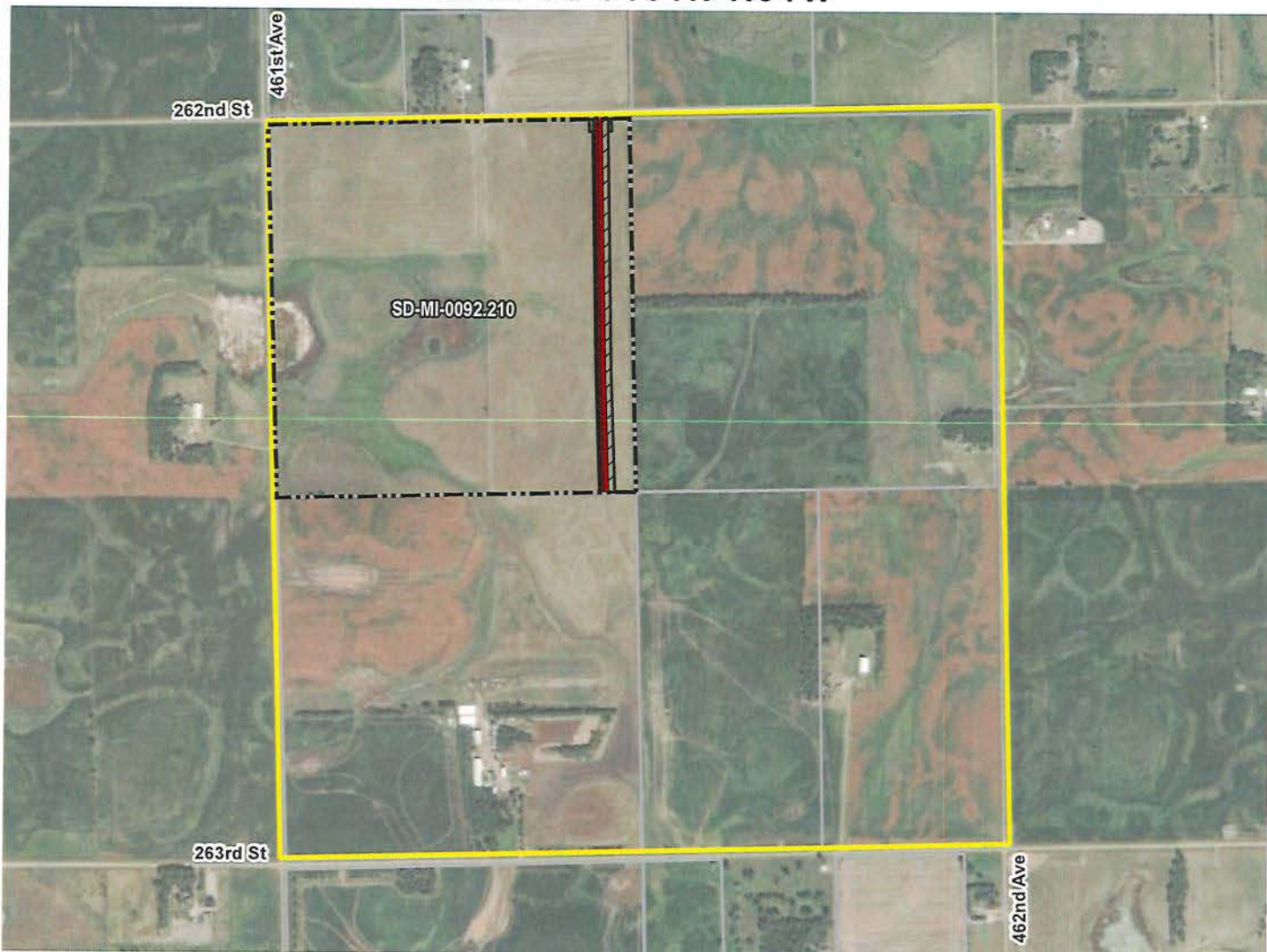
EXHIBIT "B"

PRELIMINARY ROUTE

MINNEHAHA COUNTY, SOUTH DAKOTA



SEC. 05 T101N R51W



ROUTING LENGTH = 2702.367 FT +/-
IMPACTS: PIPELINE EASEMENT = 3.102 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 3.828 AC. +/-

Legend

- PROPOSED ROUTE
- PARCEL BOUNDARY
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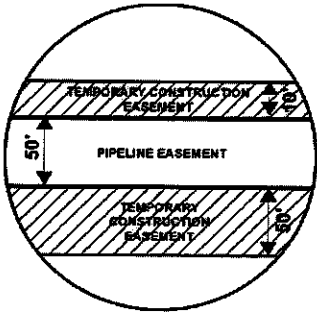


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CHECKED BY:	JW	
MAP DATE:	12/17/2021	
SCALE:	1 inch = 1,178'	
REV NO.	DATE	DESCRIPTION
A	12/17/2021	INITIAL ISSUE
DRAWING NO. C-MCE-ACQ-SD-MI-0092.210		PROJECT NO. 450959
		SHEET NO. 01 of 01

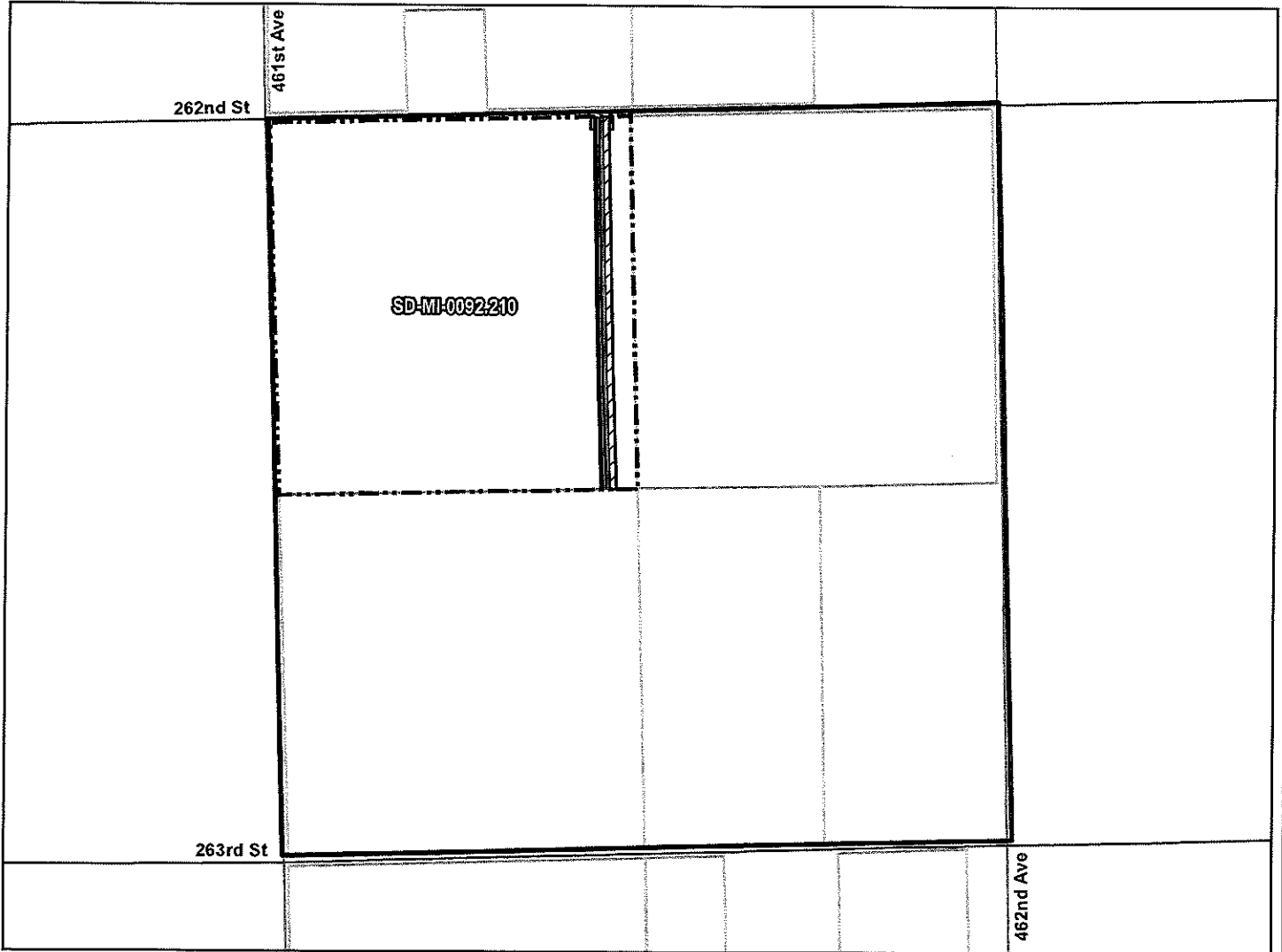
EXHIBIT "B"

PRELIMINARY ROUTE

MINNEHAHA COUNTY, SOUTH DAKOTA



SEC. 05 T101N R51W



ROUTING LENGTH = 2702.367 FT +/-
IMPACTS: PIPELINE EASEMENT = 3.102 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 3.828 AC. +/-

Legend

- PROPOSED ROUTE
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SIGNATURE: _____ DATE: _____



SUMMIT CARBON SOLUTIONS

PRELIMINARY PIPELINE ROUTE			
DRAWN BY:	AC	SUMMIT CARBON SOLUTIONS MIDWEST CARBON EXPRESS ORRIN E. GEIDE TAX ID: 012005100001000 TRACT NUMBER: SD-MI-0092.210	
CHECKED BY:	JW		
MAP DATE:	12/17/2021		
SCALE: 1 inch = 1,183'			
REV NO.	DATE	DESCRIPTION	
A	12/17/2021	INITIAL ISSUE	
DRAWING NO. BW-MCE-ACQ-SD-MI-0092.210		PROJECT NO. 450959	SHEET NO. 01 of 01

Tract # SD-MI-0090.100
SD-MI-0092.200
SD-MI-0092.210

EXHIBIT C
ADDENDUM OF SPECIAL CONDITIONS

This Exhibit C is attached to and incorporated into that Easement Agreement between Landowner and Company (the "Easement Agreement"). Landowner and Company agree that to the extent the following provisions of this Exhibit conflict with the provisions of the Easement Agreement, the provisions of this Exhibit shall control.

1. **Drain Tile & Terrace Repair.** For so long as Company exercises its rights under the Easement Agreement, if Landowner notifies Company that any drainage tile, terrace or irrigation system on the Grantor's Property has been damaged as a direct result of Company's activities in connection with the Easement Agreement, then Company shall (a) investigate the damages and (b) if Company confirms the claim, then Company shall repair or, if Company deems necessary, replace the damaged portion of such tile, terrace or irrigation system or, at Landowner's option, pay to Landowner the reasonable costs to so repair or replace the damaged portion of such system either at its original location or at such other location as will accomplish its original purpose. Landowner agrees to provide Company with satisfactory documentation of the costs of such repair or replacement.
2. **Easement Agreement Unchanged.** Except as specifically modified in this Exhibit, the terms of the Easement Agreement remain unchanged and in full force and effect.
3. **Capitalized Terms.** Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth in the Easement Agreement.

Initials _____



EASEMENT CALCULATION SHEET

Tract Number: SD-MI-0090.100
Landowner Name: Orrin E. Geide
Permanent Easement Acres: 0.319
Footage: 277.860 feet(+/-)
Permanent ROW Width: 50 feet
Temporary Construction Width (+/-)*: 60 feet(+/-)

Date: 12/21/2021

** If the total compensation is less than \$5,000, the compensation will increase to a minimum payment of \$5,000

* Temporary Construction Width may be wider in areas, see Exhibit B for impacts

PERMANENT EASEMENT & TEMPORARY CONSTRUCTION EASEMENT COMPENSATION

Table with 5 columns: Easement Type, Productivity Ranking, Acres of Impact, Value Per Acre, Total Easement Compensation. Rows for Permanent and Temporary easements.

TOTAL EASEMENT COMPENSATION **

\$3,429.58

◇ If, based on the final legal description, it is determined that the permanent easement length is greater than the Total Footage as shown above, Company shall adjust the Balance Due such that the Total Easement Compensation is based on the actual footage using the same formulas as set forth on this Easement Calculation Sheet.

◇ Landowner acknowledges and agrees that Company has discretion to terminate the Easement Agreement at any point and if Company elects to terminate the Easement Agreement prior to its payment of the Balance Due, Company is under no obligation to pay the Balance Due.

DAMAGE CALCULATION SHEET

Table with 6 columns: Year - % of Loss and Crop, Price Bushel, Yield Per Acre, Price Per Acre, Acres, Advance Payment of Damages. Rows for corn, soybean, and pasture.

TOTAL CROP DAMAGES

to be paid prior to the start of construction on Landowner Property and are Paid to the then Owner of the Property at the time Damages are due

\$1,258.31

Round up Check to Next Dollar

TOTAL COMPENSATION **

\$5,000.00

Acceptance

Landowner Signature

Date

Landowner Signature

Date



EASEMENT CALCULATION SHEET

Tract Number: SD-MI-0092.200
Landowner Name: Orrin Earle Geide
Permanent Easement Acres: 3.025
Footage: 2,635.131 feet(+/-)
Permanent ROW Width: 50 feet
Temporary Construction Width (+/-)*: 60 feet(+/-)

Date 12/21/2021

** If the total compensation is less than \$5,000, the compensation will increase to a minimum payment of \$5,000

* Temporary Construction Width may be wider in areas, see Exhibit B for impacts

PERMANENT EASEMENT & TEMPORARY CONSTRUCTION EASEMENT COMPENSATION

Table with 5 columns: Easement Type, Productivity Ranking, Acres of Impact, Value Per Acre, Total Easement Compensation. Rows for Permanent and Temporary easements.

TOTAL EASEMENT COMPENSATION**

\$32,991.66

◇ If, based on the final legal description, it is determined that the permanent easement length is greater than the Total Footage as shown above, Company shall adjust the Balance Due such that the Total Easement Compensation is based on the actual footage using the same formulas as set forth on this Easement Calculation Sheet.

◇ Landowner acknowledges and agrees that Company has discretion to terminate the Easement Agreement at any point and if Company elects to terminate the Easement Agreement prior to its payment of the Balance Due, Company is under no obligation to pay the Balance Due.

DAMAGE CALCULATION SHEET

Table with 6 columns: Year - % of Loss and Crop, Price Bushel, Yield Per Acre, Price Per Acre, Acres, Advance Payment of Damages. Rows for Yr 1 - 100% Corn, Yr 2 - 80% Soybean, Yr 3 - 60% Corn, 3 Years - Pasture.

TOTAL CROP DAMAGES

to be paid prior to the start of construction on Landowner Property and are Paid to the then Owner of the Property at the time Damages are due

\$10,959.14

Round up Check to Next Dollar

TOTAL COMPENSATION**

\$43,950.80

Acceptance

Landowner Signature

Date

Landowner Signature

Date



EASEMENT CALCULATION SHEET

Tract Number: SD-MI-0092.210
Landowner Name: Orrin E. Geide
Permanent Easement Acres: 3.102
Footage: 2,702.367 feet(+/-)
Permanent ROW Width: 50 feet
Temporary Construction Width (+/-)*: 60 feet(+/-)

Date 12/21/2021

** If the total compensation is less than \$5,000, the compensation will increase to a minimum payment of \$5,000

* Temporary Construction Width may be wider in areas, see Exhibit B for impacts

PERMANENT EASEMENT & TEMPORARY CONSTRUCTION EASEMENT COMPENSATION

Table with 5 columns: Easement Type, Productivity Ranking, Acres of Impact, Value Per Acre, Total Easement Compensation. Rows for Permanent and Temporary easements.

TOTAL EASEMENT COMPENSATION **

\$35,360.29

◇ If, based on the final legal description, it is determined that the permanent easement length is greater than the Total Footage as shown above, Company shall adjust the Balance Due such that the Total Easement Compensation is based on the actual footage using the same formulas as set forth on this Easement Calculation Sheet.

◇ Landowner acknowledges and agrees that Company has discretion to terminate the Easement Agreement at any point and if Company elects to terminate the Easement Agreement prior to its payment of the Balance Due, Company is under no obligation to pay the Balance Due.

DAMAGE CALCULATION SHEET

Table with 6 columns: Year - % of Loss and Crop, Price Bushel, Yield Per Acre, Price Per Acre, Acres, Advance Payment of Damages. Rows for Yr 1 - 100% Corn, Yr 2 - 80% Soybean, Yr 3 - 60% Corn, 3 Years - Pasture.

TOTAL CROP DAMAGES

to be paid prior to the start of construction on Landowner Property and are Paid to the then Owner of the Property at the time Damages are due

\$17,363.81

Round up Check to Next Dollar

TOTAL COMPENSATION **

\$52,724.10

Acceptance

Landowner Signature

Date

Landowner Signature

Date



SUMMIT
CARBON
SOLUTIONS

SUMMARY CALCULATION SHEET TOTAL (MULTIPLE TRACTS)

Tract #	Perm & Construction Easement	Damages	Tract Total
SD-MI-090.100	\$3,429.58	\$1,258.31	\$5,000.00
SD-MI-092.200	\$32,991.66	\$10,959.14	\$43,950.80
SD-MI-092.210	\$35,360.29	\$17,363.81	\$52,724.10
		TOTAL CHECK AMOUNT	\$101,674.90



Tract #

SD-MI-0090.100
SD-MI-0092.200
SD-MI-0092.210

PROPERTY INFORMATION FORM

(NOTIFICATION) Property Access Notification

Notice Required: Yes No

Name of person to contact: _____

Phone: _____

Minimum notice required _____ days prior to access upon the landowner's property.

(LAND USE) Land Use Information

What types of land uses are associated with the property, check all that apply.

Agricultural Pasture Residential Commercial Other _____

Wind Hunting, provided seasons and restrictions

Comments as needed: _____

(CROPS) List crops grown on the proposed right-of-way.

Corn Soybean Hay Oats Wheat Canola Organic Farm

Sorghum Seed corn Other _____

Time of year for harvest _____

Do you perform aerial spaying of crops, if so what months? _____

(CONSERVATION EASEMENT) Do you have any conservation easements? If Yes, describe any special requirements:

Conservation Reserve Programs (CRP)

Wetland Reserve Programs (WRP)

Grassland Reserve Programs (GRP)

If yes, what seed mix must be planted _____

Are there any other Federal or County Easements on the property? _____

Provide copy of program participation documentation _____

(LIVESTOCK) What types of livestock are on the property?

Feeder Cattle Dairy Hogs Other _____

(FENCING)

Is it okay to install locks in existing gates or at designated point of access?

Yes No

What type of permanent fencing (if any) is currently on the property, i.e. slick, hog, barbed?

(STRUCTURES)

Are there any structures within 300 feet of the proposed pipeline that are habitable? Yes No

Are there any structure within 300 feet of the proposed pipeline that are un-inhabitable ? Yes No

If so, provide any pertinent details:

(UTILITIES)

Are there any buried utilities (private or public) on or near the right-of-way? Yes No

If Yes, state which and make a note of their general location: _____



(IRRIGATION, TILE & TERRACES) (take photos of any related documentation to tiles etc.)

Is there any known tile on the property near the ROW? Yes No

Do you have maps or know where the tile is located, depth and or type?

Who do you use for any tile repairs? Name and Phone _____

Is there an irrigation system on the property near the ROW? Yes No

If yes, describe the type (e.g., pivot, traveling gun, ditches): _____

Are there buried irrigation lines on the property? Yes No

If yes, please provide a map or approximate location of the lines.

Describe the months the irrigation system is operational _____

Will the proposed easement impact any terraces? Yes No

Description your Terraces:

(WELLS/SPRINGS)

Are there any known springs on the property near the ROW? Yes No

Are there any known water wells on the property near the ROW? Yes No

If yes, identify the use of the water well (domestic, livestock, irrigation, etc) and status (active/inactive)

Are there any known oil/gas wells on the property near the ROW Yes No

If Yes – please provide a map of the location of the well or gps coordinates, owner of the well and if it is active/inactive _____

Would landowner be interested in selling water to the project? _____

(FLOODING)

Does the property flood? Yes No

Does the area near the ROW flood? Yes No

Is the flooding seasonal or only during major rainfall events? Seasonal During Major Rainfalls

Specify the time it takes for the flooding to subside _____

(ACCESS ROADS) Availability of Access Roads

Are access roads on the property available to use during construction? Yes No

If Yes - specify location and type of surface _____

(SEPTIC SYSTEMS)

Are there any existing septic systems within 125 feet of the proposed pipeline easement?

Yes No (Yes provide type of system _____)

If Yes – please provide a map of the location of the septic and any drawings of the septic field

(MISC)

Are there any known archeological or other environmental sites on the property? _____

Are there dogs on the property that we should be aware of? _____



SUMMIT
CARBON
SOLUTIONS

Tract #

SD-MI-0090.100
SD-MI-0092.200
SD-MI-0092.210

SPECIAL NOTES:

Owner/Tenant Signature _____ Dated _____

Land Agent _____ Dated _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
	-		-						
or									
Employer identification number									
	-		-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

REAL ESTATE RELATIONSHIPS DISCLOSURE

(This document is NOT a contract between you and this firm. This document is being provided to you as a consumer as you have not indicated to this agent you are a client with a written contract to another real estate firm).

As required by South Dakota Law, each firm has a responsible broker who must provide a written disclosure of the specific agency/brokerage relationships their firm may establish **PRIOR** to their agent discussing your confidential buying, selling, or leasing objectives of real estate or business opportunity. The following agency relationships are permissible under South Dakota law.

The office policy of TRC Pipeline Solutions, LLC (firm) is to provide the relationships marked. This disclosure was provided by (agent) _____ on behalf of Robin Tomberlin (responsible broker).

When all agents of this firm represent only you:

Single Agency is when a firm and all of its agents represent **only** you and advocate for **only** your interests during a transaction. If at any time during the transaction any agent of the same firm represents both you and the other party, limited agency applies.

When only individually named agent(s) of this firm represents you:

Appointed Agency is when a responsible broker names a specific agent(s) of the firm to represent **only** you and advocate for **only** your interests during a transaction. Agents within the firm who have not been specifically appointed do not represent you and cannot advocate for your interests. If at any time during the transaction the responsible broker or a non-appointed agent within the firm represents the other party, limited agency applies to the responsible broker. If at any time during the transaction your appointed agent(s) represents both you and the other party, limited agency applies.

When all agents of this firm represents both purchasers and owners:

Limited Agency is when a firm represents both sides to a transaction and no agent within the firm solely represents you or solely advocates for your interests. Limited agency **may only occur** with prior written permission from both sides to a transaction. Within limited agency, the limited agent is required to represent the interests of you and the other party equally, and the agent cannot disclose your confidential information to the other party unless legally required to by law.

When a broker does not represent either party to a contract:

Transaction Brokerage is when a broker or agent assists one or more parties with a real estate transaction without being an agent or advocate for the interests of any party to the transaction.

Acknowledgment: I have been provided a copy of this disclosure indicating the brokerage and agency relationships offered by this firm. If this is a residential transaction, I also acknowledge the agent has given me a copy of the Consumer Real Estate Information Guide in booklet/printed format, or, if not provided, I authorize the agent to provide the guide electronically, as an attachment or link, to access the electronic version of the guide, at _____ (e-mail).

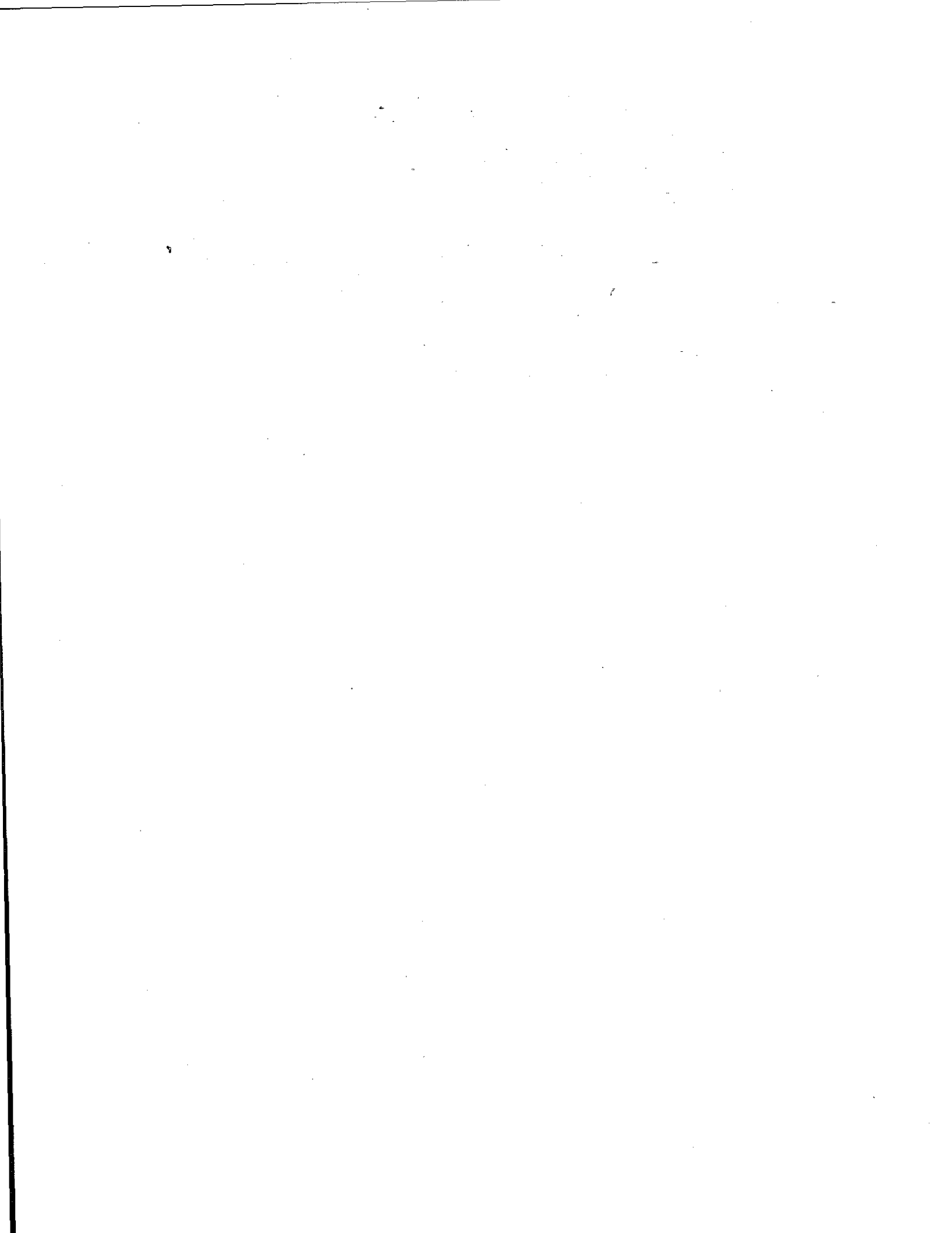
Signature(s) _____ Date _____

When you choose not to have an agency relationship with a firm:

I acknowledge the firm/agent named above does not represent me as a client. If I am a customer to a real estate transaction I understand the firm/agent may be acting as an agent for the other party of the transaction.

Signature(s) _____

Date _____



That certain tract of land being the Northwest Quarter (NW ¼) of Section 5, Township 101 North, Range 51 West of the 5th P.M., Minnehaha County, South Dakota, more particularly described in Quit Claim Deed dated March 16, 2000, from Earle R. Geide and Cornelia Rose Geide to Orrin E. Geide, recorded at Deed Book 465, Page 54, Deed Records, Minnehaha County, South Dakota, less and except any conveyances heretofore made.

The SW ¼ of Section 5, Township 101 North, Range 51 West of the 5th P.M., Minnehaha County, South Dakota, described in Warranty Deed dated January 25, 1994, from Earle Geide and Cornelia Rose Geide to Orrin Earle Geide, recorded in Book 428, Page 199, Deed Records, Minnehaha County, South Dakota, less and except any conveyances heretofore made.

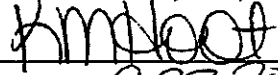
DATED this 6th day of September 2017.


ROBERT ROSE

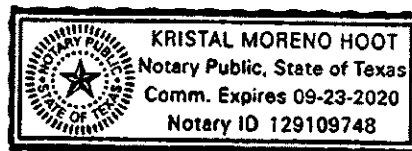
THE STATE OF TEXAS §

COUNTY OF HARRIS §

On this 6th day of September, 2017, before me, a notary public in and for said state, appeared before me, Robert Rose, Vice President of Land and Right of Way for Dakota Access, LLC, who executed the foregoing instrument and acknowledged to me that he executed the same.


Notary Public
My Commission Expires: 9-23-2020

Return This Instrument To:
Dakota Access, LLC
Attn: Land & Right-of-Way Dept.
1300 Main Street
Houston, TX 77002



FILE: R:\projects\103957\DISCIPLINE\CAD\DRAWINGS\04-PROPERTY_PLAT\AS-BUILT\SOUTH DAKOTA\MINNEHAHA\04-SD-MI-061.511.dwg PLOT DATE: 9/18/2017 BY: LONG, TRAVIS (WG 1)

MINNEHAHA COUNTY, SOUTH DAKOTA

SECTION 5, TOWNSHIP 101 NORTH, RANGE 51 WEST OF THE 5TH P.M.

EXHIBIT A-1

SCALE: 1" = 1000'

1000' 500' 0 1000'

- LEGEND**
- P.O.C. - POINT OF COMMENCEMENT
 - P.O.B. - POINT OF BEGINNING
 - P.O.T. - POINT OF TERMINATION
 - P.O.E. - POINT OF EXIT
 - P.O.R. - POINT OF RE-ENTRY
 - - SECTION OR QUARTER CORNER
 - - FOUND MONUMENT

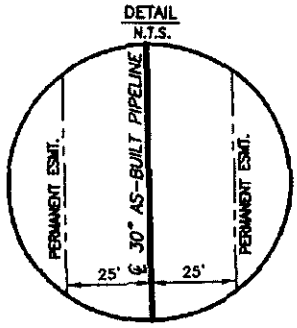
NOTES:

- THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
- BASIS OF BEARING: NAD 83, UTM ZONE 14, GRID NORTH, UTM SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.
- ACCESS EASEMENT(S) DESCRIBED IN THE EASEMENT AGREEMENT SHALL REMAIN AS DESCRIBED IN SUCH EASEMENT AGREEMENT EXCEPT TO THE EXTENT SUCH ACCESS EASEMENT(S) ARE OTHERWISE DEPICTED ON THE AS-BUILT EXHIBITS.



I, CALVIN HEINLY, REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, NUMBER 4132, DO HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION FROM NOTES MADE IN THE FIELD, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

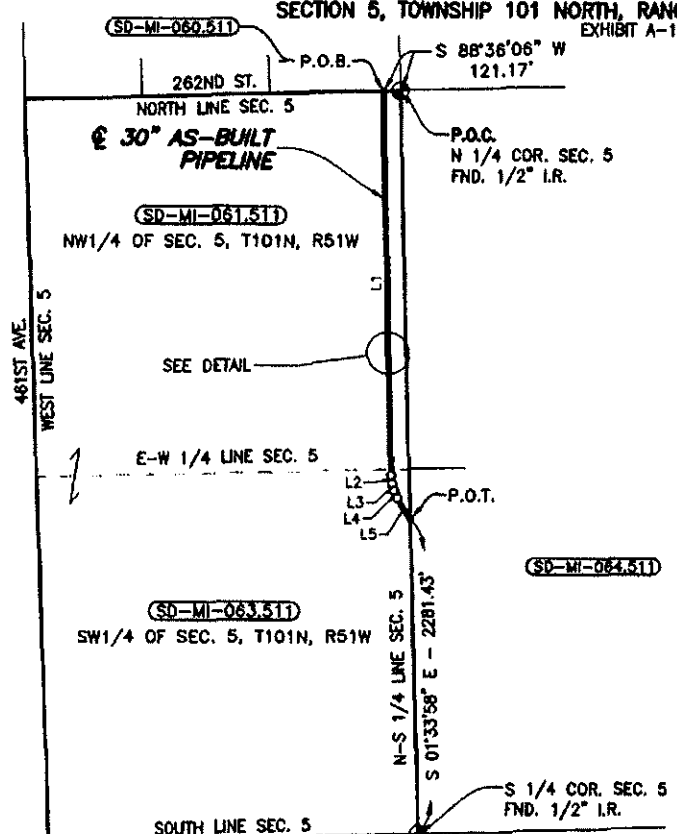
SHEET 1 OF 2



AS-BUILT LINE TABLE		
LINE #	LENGTH	BEARING
L1	2776.86'	S01°22'00"E
L2	60.70'	S07°57'38"E
L3	54.41'	S15°08'52"E
L4	58.18'	S23°32'51"E
L5	184.90'	S30°23'18"E

SW COR. SEC. 5
FND. 1/2" I.R. W/CAP
PLS 3209
IN ROAD CL

LENGTH OF AS-BUILT PIPELINE: 3136.05 FEET = 190.06 RODS
PERMANENT EASEMENT: (3.60 AC.)



REV.	DATE	BY	DESCRIPTION	CHK.
01	09/16/17	TML	RE-ISSUED FOR AS-BUILT WITH CERTIFICATION	RAL
00	09/27/16	SG	ISSUED FOR AS-BUILT	JHY

PROJECT NO. **10395700**

WOOD GROUP USA, INC.
SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145

MINNEHAHA COUNTY		SOUTH DAKOTA	
DRAWN BY: DV	DATE: 04/28/16	DWG. NO.	REV.
CHECKED BY: JHY	DATE: 10/27/16	SD-MI-061.511	01
SCALE: 1" = 1000'	APP.: CH	SD-MI-063.511	

MINNEHAHA COUNTY, SOUTH DAKOTA
SECTION 5, TOWNSHIP 101 NORTH, RANGE 51 WEST OF THE 5TH P.M.
 EXHIBIT A-1

Recorded Sep 20, 2017 at 9:35
 In Book 285 of Misc. on Page 215

Permanent Easement Description


4 of 4

A 50.0 foot wide Permanent Easement:
 That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) of Section 5, Township 101 North, Range 51 West of the 5th P.M., Minnehaha County, South Dakota. Commencing at a 1/2 inch iron rod found for the North Quarter corner of said Section 5 and the Northeast corner of the SD-MI-061.511 tract; thence S88°36'06"W 121.17 feet along the North line of said Section 5 and the North line of said SD-MI-061.511 tract to the Point of Beginning. Said Permanent Easement described as being 25 foot left and 25 foot right of the installed 30 inch pipeline; thence S01°22'00"E 2776.86 feet to a point; thence S07°57'38"E 60.70 feet to a point; thence S15°08'52"E 54.41 feet to a point; thence S23°32'51"E 59.18 feet to a point; thence S30°23'18"E 184.90 feet to the Point of Termination in the North-South Quarter line of said Section 5 and the East line of the SD-MI-063.511 tract from which a 1/2 inch iron rod found for the South Quarter corner of said Section 5 and the Southeast corner of said SD-MI-063.511 tract bears S01°33'58"E 2281.43 feet. Said Permanent Easement contains 3.60 Acres, more or less.

FILE: G:\PROJECTS\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLATS\AS-BUILT\SOUTH DAKOTA\MINNEHAHA\AB-SD-MI-061.511.dwg PLOT DATE: 9/19/2017 BY: LONG, TRAVIS (MC MUSTANG)

RECEIVED
 9:35
 SEP 20 2017

SHEET 2 OF 2

01		08/18/17	TML	RE-ISSUED FOR AS-BUILT WITH CERTIFICATION	RAL
00		04/27/16	SG	ISSUED FOR AS-BUILT	JHY
REV.	DATE	BY	DESCRIPTION		CHK
PROJECT NO.			10395700		
 WOOD GROUP USA, INC. SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145			MINNEHAHA COUNTY DATE: 04/28/16 CHECKED BY: JHY DATE: 10/27/16 SCALE: N.T.S.		
DAKOTA ACCESS, LLC 30" AS-BUILT PIPELINE NW1/4 AND SW1/4 OF SEC. 5, T101N, R51W SOUTH DAKOTA			DWG. NO. SD-MI-061.511 SD-MI-063.511		
					01

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF) DAKOTA ACCESS, LLC FOR AN ENERGY) FACILITY PERMIT TO CONSTRUCT THE) DAKOTA ACCESS PIPELINE))	FINAL DECISION AND ORDER; NOTICE OF ENTRY HP14-002
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PROCEDURAL HISTORY

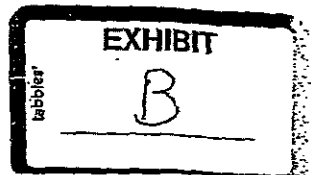
On December 15, 2014, the South Dakota Public Utilities Commission (Commission) received an energy facility permit application (Application) from Dakota Access, LLC (Dakota Access) pursuant to SDCL 49-41B-4 to construct the South Dakota portion of the proposed Dakota Access Pipeline (Pipeline). The Pipeline will begin in North Dakota and terminate in Patoka, Illinois, traversing 13 counties in South Dakota. The proposed 12- to 30-inch diameter pipeline will have an initial capacity of 450,000 barrels of oil per day with a total potential of up to 570,000 barrels per day. The proposed route will enter South Dakota in Campbell County at the North Dakota/South Dakota border and will extend in a southeasterly direction, exiting the state at the South Dakota/Iowa border in Lincoln County. The length of the Pipeline through South Dakota is approximately 270 miles. The Pipeline also would include one pump station in South Dakota located in Spink County. Pursuant to SDCL 49-41B-24, the Commission has one year from the date of application to render a decision on the Application.

On December 16, 2014, the Commission issued its Notice of Application; Order for and Notice of Public Input Hearings; Notice of Opportunity to Apply for Party Status. The notice provided that each municipality, county, and governmental agency in the area where the facility is proposed to be sited; any nonprofit organization, formed in whole or in part to promote conservation or natural beauty, to protect the environment, personal health or other biological values, to preserve historical sites, to promote consumer interests, to represent commercial and industrial groups, or to promote the orderly development of the area in which the facility is to be sited; or any interested person, may be granted party status in this proceeding by making written application to the Commission on or before February 13, 2015.

On December 17, 2014, Dakota Access filed a Motion for Waiver of ARSD 20:10:22:39. Dakota Access requested a waiver to the extent the rule requires the filing of written testimony with its application. On December 23, 2014, Dakota Access filed a Revised Application and Revised Exhibits A and C. Dakota Access stated that the revised documents reflected route changes.

On December 30, 2014, the Commission issued an order assessing a filing fee not to exceed \$610,000. On January 8, 2015, Commissioner Fiegen filed a letter delivered to Governor Dennis Daugaard advising of a conflict of interest under SDCL 49-1-9 after learning of family ownership of land on the proposed Pipeline route. On January 14, 2015, Governor Daugaard filed a letter with Secretary of State Shantel Krebs appointing State Treasurer Rich Sattgast to serve as Acting Commissioner in place of Commissioner Fiegen pursuant to SDCL 49-1-9.

*BB for Grantor for
42 pages of Exhibit B*



Pursuant to SDCL 49-41B-15 and 49-41B-16, and its Notice of Application; Order for and Notice of Public Hearings and Notice of Opportunity to Apply for Party Status, the Commission held public hearings on Dakota Access's application as follows: Wednesday, January 21, 2015, from noon (12:00 p.m. CST) until 3:00 p.m. in the Bowdle School Gymnasium, 3083 2nd Ave., Bowdle, South Dakota; Wednesday, January 21, 2015, from 6:00 p.m. CST until 9:00 p.m. in the Redfield, School Auditorium, 502 E. 2nd St., Redfield, South Dakota; Thursday, January 22, 2015, from 10:30 a.m. CST until 1:30 p.m. in the Iroquois School Gymnasium, 111 E. Washita Ave., Iroquois, South Dakota; and Thursday, January 22, 2015, from 5:30 p.m. CST until 8:30 p.m. in the Roosevelt Room at the Ramkota Hotel & Conference Center, 3200 W. Maple Street, Sioux Falls, South Dakota. The purpose of the public input hearings was to hear public comment regarding Dakota Access's application. At the public input hearings, Dakota Access presented a brief description of the project, following which interested persons appeared and presented their views, comments, and questions regarding the application.

On January 6, 2015, the Commission received an Application for Party Status from the South Dakota Department of Transportation. On January 15, 2015, the Commission received an Application for Party Status from Chris Healy and Mark Meierhenry. On January 20, 2015, the Commission received an Application for Party Status from Lake County. On January 22, 2015, the Commission received Applications for Party Status from WEB Water Development Association, Inc. and Randy Kuehn. On January 28, 2015, the Commission received an Application for Party Status from the Lincoln County Board of Commissioners. On February 2, 2015, the Commission received an Application for Party Status from Pente Farms, LLC. On February 3, 2015, the Commission received an Application for Party Status from the Minnehaha County Board of Commissioners. On February 4, 2015, the Commission received an Application for Party Status from Peggy Hoogestraat. On February 5, 2015, the Commission received an Application for Party Status from Joy A. Hohn. On February 6, 2015, the Commission received Applications for Party Status from Marilyn J. Murray, the City of Harford, and Rocky Acres Land Investment LLC. On February 9, 2015, the Commission received Applications for Party Status from Dale E. Sorenson Life Estate; Dakota Rural Action; Dale and Debra K. Sorenson; Duane Sorenson - Dale, S. Sorenson Life Estate; Dennis Sorenson - Dale E. Sorenson Life Estate; Douglas Sorenson - Dale E. Sorenson Life Estate; Linda Goulet; Haugen Investments LP; Phillip Fett; and Orrin E. Geide. On February 10, 2015, the Commission received Applications for Party Status from Shirley M. Oltmanns; Bradley F. Williams; Craig L. Walker, and Dotta-Jo A. Walker. On February 11, 2015, the Commission received an Application for Party Status from Kevin J. Schoffelman and the City of Sioux Falls. On February 12, 2015, the Commission received an Application for Party Status from Delores Andreessen Assid; Charles J. Johnson; Janice E. Petterson; Corliss F. Wiebers; Paul A. Nelsen; and Paul A. Seamans. On February 12, 2015, the Commission received a letter withdrawing the applications for party status for Mark Meierhenry and Christopher Healy. On February 13, 2015, the Commission received an Application for Party Status from John Wellnitz; John Stralmeyer; the 2012 Brass Family LLLP; the Indigenous Environmental Network; Rosebud Sioux Tribe-Sicangu Oyate Land Office; and Rosebud Sioux Tribe-Sicangu Lakota Treaty Office. On February 17, 2015, the Commission received an Application for Party Status from the Yankton Sioux Tribe; KKKP Property LLLP; Calvin Schreiber; DLK&M, LLC; Pederson Ag. LLC; Jean Osthus; Daniel & Marcia Holland; and Mavis A. Perry.

On February 18, 2015, the Commission granted Dakota Access's Motion for Waiver of ARSD 20:10:22-39. In addition, the Commission granted intervention to the South Dakota Department of Transportation; Lake County; WEB Water Development Association, Inc.; Randy

Kuehn; Lincoln County Board of Commissioners; Pante Farms, LLC; Minnehaha County Board of Commissioners; Peggy A. Hoogestraat; Joy A. Hohn; Marilyn J. Murray; City of Hartford; Rocky Acres Land Investment, LLC; Linda Goulet; Dale E. Sorenson Life Estate; Dakota Rural Action; Dale and Debra K. Sorenson; Duane Sorenson; Dennis Sorenson; Douglas Sorenson; Haugen Investments, LP; Phillip Fett; Orrin E. Gelde; Shirley M. Oltmanns; Bradley F. Williams; Craig L. Walker; Dotta-Jo A. Walker; Kevin J. Schoffelman; City of Sioux Falls; Delores Andreessen Assid; Charles J. Johnson; Janice E. Petterson; Corliss F. Wiebers; Paul A. Nelsen; and Paul A. Seamans.

On March 5, 2015, the Commission granted intervention to John Wellnitz; John Stratmeyer; Lorin Brass; Indigenous Environmental Network; Rosebud Sioux Tribe-Sicangu Oyate Land Office; Rosebud Sioux Tribe-Sicangu Lakota Treaty Office; Yankton Sioux Tribe KKKP Property, LLLP; Calvin Schreiber; DLK&M, LLC; Pederson Ag, LLC; Jean Osthus; Daniel and Marcia Holland; and Mavis Parry.

On March 11, 2015, the Commission issued a Prehearing Scheduling Order. On March 19 and 20, 2015, Dakota Access filed route revisions. On April 20, 2015, the South Dakota Association of Rural Water Systems, Inc. (SDARWS) filed a Petition for Intervention. On May 4, 2015, the Commission granted intervention to SDARWS.

On May 7, 2015, Yankton Sioux Tribe filed a Motion to Compel. On May 8, 2015, the Yankton Sioux Tribe, Rosebud Sioux Tribe, Indigenous Environmental Network and Dakota Rural Action filed a Joint Motion to Amend Procedural Schedule. On May 11, 2015, Peggy Hoogestraat, Matthew Anderson, Kristi Anderson, Nancy Stofferahn, Tom Stofferahn, Ron Stofferahn, Kevin Schoffelman, Mavis Parry, Shirley Oltmanns, Janice Petterson, Carlis Wiebers, Linda Goulet, Marilyn Murray, Lori Kunzelman, Joy Hohn, Rodney Hohn, Orrin Gelde, Doug Bacon, Margaret Hilt, Devona Smith, Al Arends, Sherrie Fines-Tracy, Delores Assid, and Ruth E. Arends; by and through their attorney Glenn J. Boomsma, joined the Joint Motion to Amend Procedural Schedule.

The motion hearing on Yankton Sioux Tribe's Motion to Compel was set for May 12, 2015. The motion hearing for Joint Motion to Amend Procedural Schedule was set for May 26, 2015. On May 12, 2015, Yankton Sioux Tribe, Rosebud Sioux Tribe, Indigenous Environmental Network, and Dakota Rural Action filed a Joint Motion for Reconsideration of Order Dated May 11, 2015 in which they requested that a hearing be held prior to May 22, 2015. On May 12, 2015, the motion hearing on the Joint Motion for Reconsideration of Order Dated May 11, 2015 was set for May 14, 2015. On May 12, 2015, a Protective Order was issued.

By order dated May 13, 2015, the Commission granted in part and denied in part Yankton Sioux Tribe's Motion to Compel. By order dated May 14, 2015, the Commission granted the Motion for Reconsideration of Order Dated May 11, 2015 and set the motion hearing for the Joint Motion to Suspend for May 19, 2015. By order dated May 20, 2015, the Commission granted in part the Joint Motion to Amend Procedural Schedule. On July 8, 2015, Dakota Access filed a draft Facility Response Plan.

Written prefiled direct and rebuttal testimony was filed by the parties' witnesses. On August 17, 2015, Yankton Sioux Tribe filed a Motion for Leave to File Out of Time. Yankton Sioux Tribe requested that one of its witnesses be allowed to file his prefiled testimony on August 17, 2015. Pursuant to the scheduling order, the deadline for prefiled testimony was August 14, 2015. The motion hearing on Yankton Sioux Tribe's Motion for Leave to File Out of Time was scheduled for August 20, 2015. On August 20, 2015, the Commission issued its Order For and Notice of Evidentiary Hearing, with the hearing scheduled to begin September

29, 2015. By order dated August 21, 2015, the Motion for Leave to File Out of Time was granted.

On August 21, 2015, Dakota Access filed proposed route adjustments. On September 16, 2015, Peggy A. Hoogestraaf, Kevin J. Schoffelman, Linda Goulet, Cortis Wiebers, Mavis Parry, Shirley Oltmanns, Janice E. Petterson, Marilyn Murray, Delores Andreessen Assid, Joy Hohn, Rodney Hohn, Orrin E. Geide, Nancy Stofferahn, Tom Stofferahn, Ron Stofferahn, Matthew Anderson, Kristi Anderson, Margaret Hilt, Ruth E. Arends, Allan C. Arends, Lorri L. Bacon, Sherrie K. Fines-Tracy, Laurie Kunzelman and Devona Smith, through their attorney Glenn Boomsma, requested that certain witnesses be allowed to offer telephonic testimony at the evidentiary hearing. On September 18, 2015, Dakota Access filed its South Dakota Spill Model Discussion. On September 18, 2015, the City of Sioux Falls filed a motion requesting that the Commission establish a range of time, either the afternoon of October 6 or the morning of October 7, for the testimony of the City of Sioux Falls' witness, Dustin Hansen. On September 21, 2015, Dakota Access filed maps showing route adjustments. On September 21, 2015, SDARWS filed a Motion for Substitution of Witness. On September 23, 2015, Yankton Sioux Tribe filed a Notice of Witness Unavailability and Motion for Time Certain. On September 23, 2015, the City of Sioux Falls, Commission Staff, SDARWS, Yankton Sioux Tribe, Indigenous Environmental Network and Dakota Rural Action filed their witness and exhibit lists. On September 23, 2015, Rosebud Sioux Tribe filed its exhibit list and the intervenors represented by Glenn Boomsma filed an informal witness and exhibit list. On September 24, 2015, Dakota Access filed its witness and exhibit list and the intervenors represented by Glenn Boomsma filed an amended witness and exhibit list. On September 25, 2015, Commission Staff filed an amended witness and exhibit list.

On September 25, 2015, the Commission granted SDARWS' motion to substitute a witness and request for a time certain for its witness; the motions to allow telephonic testimony and a time certain for witnesses represented by Glenn Boomsma; Yankton Sioux Tribe's motion to allow two of its witnesses to testify at a time certain; and the City of Sioux Falls' motion to allow its witness to testify at a time certain.

On September 28, 2015, Dakota Access filed a Motion to Strike Rosebud Sioux Tribe's Exhibit List Filing, and Preclude Introduction of Undisclosed Exhibits. On September 28, 2015, Dakota Access filed its Revised Agricultural Impact Mitigation Plan. On September 29, 2015, Yankton Sioux Tribe, Rosebud Sioux Tribe, Indigenous Environmental Network, and Dakota Rural Action filed a Joint Motion to Stay Proceedings for Preparation of an Environmental Impact Statement. On October 6, 2015, Dakota Access filed a Brief in Opposition to Environmental Impact Statement. On October 8, 2015, the City of Sioux Falls and Dakota Access filed their Joint Motion regarding Stipulated Findings of Fact, Conditions, and Exhibits.

The evidentiary hearing was held as scheduled, beginning on September 29, 2015 and ending on October 9, 2015. At the conclusion of the evidentiary hearing, a briefing schedule and decision date was set by the Commission and on October 21, 2014, an Order Setting Procedural was issued. On October 22, 2015, the Commission issued its Order Denying Motion to Stay Proceedings for Preparation of an Environmental Impact Statement. On October 26, 2015, the Commission issued its Order Denying Motion to Strike and Preclude Introduction of Exhibits. On November 3, 2015, Dakota Access filed its Exhibit E, Insurance Requirements with Michels Corporation and Attachment 1, Member Guaranty Agreement. Post-hearing briefs were filed in accordance with the briefing schedule. On November 6, 2015, Lewis and Clark Regional Water System filed a letter stating it had reached an agreement to enter into a Water Line Crossing Agreement with Dakota Access.

At its November 30, 2015, ad hoc meeting, the Commission voted to approve conditions to which a permit to construct the Project would be subject, if granted. Commissioner Hanson's substitute motion to deny the permit failed. The Commission then voted to grant a permit to Dakota Access to construct the Project, subject to the approved conditions (Commissioner Hanson, dissenting). The Commission also voted to grant the Joint Motion regarding Stipulated Findings of Fact, Conditions, and Exhibits that was submitted by the City of Sioux Falls and Dakota Access.

Having considered the evidence of record, applicable law and the arguments of the parties, the Commission makes the following Findings of Fact, Conclusions of Law, and Decision:

FINDINGS OF FACT

Parties

1. Petitioner, Dakota Access, LLC, (Dakota Access) is a Delaware limited liability company having its principal place of business in Dallas, Texas. Ex. Staff-1, Ex. A, p. 2. As of the hearing dates, the companies with membership in Dakota Access include Energy Transfer Partners and Phillips 66. Tr. at 65-66. Sunoco Logistics will be the third member. *Id.*

2. At the February 13, March 2, and April 30, 2015, regularly scheduled Commission meetings, the Commission unanimously voted to grant party status to persons that had requested party status prior to the commencement of the meeting. Those that intervened and were granted party status include: South Dakota Department of Transportation, Lake County, WEB Water Development Association, Inc., Randy Kuehn, Lincoln County Board of Commissioners, Pente Farms, LLC, Minnehaha County Board of Commissioners, Peggy A. Hoogestraat, Joy A. Hohn, Marilyn J. Murray, City of Hartford, Rocky Acres Land Investment, LLC, Linda Goulet, Dale E. Sorenson Life Estate, Dakota Rural Action, Dale and Debra K. Sorenson, Duane Sorenson, Dennis Sorenson, Douglas Sorenson, Haugen Investments, LP, Phillip Fett, Orrin E. Geide, Shirley M. Oltmanns, Bradley F. Williams, Craig L. Walker, Dotta-Jo A. Walker, Kevin J. Schoffelman, City of Sioux Falls, Delores Andreessen Assid, Charles J. Johnson, Janice E. Petterson, Corliss F. Wiebers, Paul A. Nelsen, Paul A. Seamans, John Wellnitz, John Stratmeyer, Lorin Brass, Indigenous Environmental Network, Rosebud Sioux Tribe-Sicangu Oyate Land Office, Rosebud Sioux Tribe-Sicangu Lakota Treaty Office, Yankton Sioux Tribe, KKKP Property, LLLP, Calvin Schreiber, DLK&M, LLC, Pederson Ag, LLC, Jean Osthus, Daniel and Marcia Holland, Mavis Parry, and the South Dakota Association for Rural water Systems, Inc. (SDARWS). See Commission orders granting intervention issued on February 18, 2015, March 5, 2015, and May 4, 2015.

3. The Commission's Staff also participated as a party in the case.

Procedural Findings

4. Dakota Access filed an application for a siting permit with the Commission on December 15, 2014, and a revised application on December 23, 2014. Ex. DAPL-1.

5. The Commission issued the following notices and orders in the case as described in greater detail in the Procedural History above, which is hereby incorporated by reference in these Findings of Fact and Conclusions of Law:

- 12/16/14 - Notice of Application; Order for and Notice of Public Input Hearings; Notice of Opportunity to Apply for Party Status
- 12/30/14 - Order Assessing Filing Fee
- 02/18/15 - Order Granting Waiver and Intervention and Party Status (South Dakota Department of Transportation, Lake County, WEB Water Development Association, Inc., Randy Kuehn, Lincoln County Board of Commissioners, Pente Farms, LLC, Minnehaha County Board of Commissioners, Peggy A. Hoogestraat, Joy A. Hohn, Marilyn J. Murray, City of Hartford, Rocky Acres Land Investment, LLC, Linda Goulet, Dale E. Sorenson Life Estate, Dakota Rural Action, Dale and Debra K. Sorenson, Duane Sorenson, Dennis Sorenson, Douglas Sorenson, Haugen Investments, LP, Phillip Fett, Orrin E. Geide, Shirley M. Oitmanns, Bradley F. Williams, Craig L. Walker, Dotta-Jo A. Walker, Kevin J. Schoffelman, City of Sioux Falls, Delores Andreassen Assid, Charles J. Johnson, Janice E. Petterson, Corliss F. Wiebers, Paul A. Nelsen, and Paul A. Seamans)
- 02/25/15 - Prehearing Scheduling Conference Order
- 03/05/15 - Order Granting Intervention and Party Status (John Wellnitz, John Stratmeyer, Lonin Brass, Indigenous Environmental Network, Rosebud Sioux Tribe-Sicangu Oyate Land Office, Rosebud Sioux Tribe-Sicangu Lakota Treaty Office, Yankton Sioux Tribe, KKKP Property, LLLP, Calvin Schreiber, DLK&M, LLC, Pederson Ag, LLC, Jean Osthus, Daniel & Marcia Hoiland, and Mavis Parry)
- 03/11/15 - Prehearing Scheduling Order
- 05/04/15 - Order Granting Intervention (South Dakota Association of Rural Water Systems, Inc.)
- 05/07/15 - Order for and Notice of Motion Hearing
- 05/11/15 - Order for and Notice of Motion Hearing
- 05/12/15 - Protective Order
- 05/12/15 - Order for and Notice of Motion Hearing on Less Than Ten Days' Notice
- 05/13/15 - Order Granting in Part and Denying in Part Yankton Sioux Tribe's Motion to Compel
- 05/14/15 - Order Granting Motion to Reconsider and Order for and Notice of Motion Hearing on Less Than Ten Days' Notice
- 05/20/15 - Order Granting in Part Motion to Amend Procedural Schedule
- 08/18/15 - Order for and Notice of Motion Hearing on Less than 10 Days' Notice
- 08/20/15 - Order for and Notice of Evidentiary Hearing
- 08/21/15 - Order Allowing Late Filed Testimony
- 09/22/15 - Order for and Notice of Motions Hearing on Less Than 10 Days' Notice
- 09/25/15 - Order Granting Motions
- 10/21/15 - Order Setting Post-Hearing Briefing Schedule and Decision Date
- 10/22/15 - Order Denying Motion to Stay Proceedings for Preparation of an Environmental Impact Statement
- 10/26/15 - Order Denying Motion to Strike and Preclude Introduction of Exhibits
- 12/14/15 - Order Granting Joint Motion Regarding Stipulated Findings of Fact, Conditions and Exhibits

6. Pursuant to SDCL 49-41B-15 and 49-41B-16, and its Notice of Application; Order for and Notice of Public Hearings and Notice of Opportunity to Apply for Party Status, the Commission held public hearings on Dakota Access's application at the following times and places: Wednesday, January 21, 2015, from noon (12:00 p.m. CST) until 3:00 p.m. in the Bowdle School Gymnasium, 3083 2nd Ave., Bowdle, South Dakota; Wednesday, January 21, 2015, from 6:00 p.m. CST until 9:00 p.m. in the Redfield, School Auditorium, 502 E. 2nd St., Redfield, South Dakota; Thursday, January 22, 2015, from 10:30 a.m. CST until 1:30 p.m. in the Iroquois

School Gymnasium, 111 E. Washita Ave., Iroquois, South Dakota; and Thursday, January 22, 2015, from 5:30 p.m. CST until 8:30 p.m. in the Roosevelt Room at the Ramkota Hotel & Conference Center, 3200 W. Maple Street, Sioux Falls, South Dakota.

7. The purpose of the public hearings was to afford an opportunity for interested persons to present their views and comments to the Commission concerning the Application. At the hearings, Dakota Access presented a brief description of the project after which interested persons presented their views, comments, and questions regarding the application. See Public Hearing Transcripts.

8. The following testimony was prefiled in advance of the formal evidentiary hearing held September 29, 30, and October 1, 2, 6, 7, 8, and 9, 2015 in Room 414, State Capitol, Pierre, South Dakota:

Direct Testimony:

- Dakota Access: Joey Mahmoud, Monica Howard, John (Jack) H. Edwards, Chuck Frey, Todd Stamm
- Commission Staff: Brian Walsh, Paige Olson, Tom Kirschenmann, Deric Iles, Kim McIntosh, Darren Kearney, Michael Houdyshell, Todd Bailey, David Nickel, Ann Cumow, Andrea Thornton, DeAnn Thyse, Michael Shelly, Robert McFadden, Cameron Young, Ryan Ledin
- Landowners' Witnesses: Corliss Fay Wiebers, Delores (Andreessen) Assid, Devona B. Smith, Janice Elaine Petterson, Kevin John Schoffelman, Linda Ann Goulet, Margaret (Andreessen) Hilt, Marilyn Jean Murray, Matthew L. Anderson, Mavis Arlene Parry, Nancy J. Stofferahn, Peggy A. Hoogestraat, Rod & Joy Hohn, Ronald H. Stofferahn, Shirley Mae Ottmanns, Thomas E. Stofferahn, Brian Top, Ruth E. Arends, Allan C. Arends, Lomie L. Bacon, and Sherrie K. Fines-Tracy, Omin Geide, Kent Moeckly, Sue Sibson, Laurie Kunzelman
- City of Sioux Falls: Dustin Hansen
- South Dakota Association of Rural Water Systems: Dan Zulkosky

Rebuttal Testimony

- Dakota Access: Joey Mahmoud, Monica Howard, Chuck Frey, Micah Rorie, Stacey Gerard, Aaron Dejoia
- Commission Staff: Michael E. Timpson
- Landowner Intervenors: Peggy A. Hoogestraat, Sue Sibson, Janice Elaine Petterson
- Indigenous Environmental Network and Dakota Rural Action: Lisa Deville, Wasté Win Young, Peter Capossela, Robert P. Gough, Dallas Goldtooth
- Yankton Sioux Tribe: Faith Spotted Eagle, Chris Saunsoci, Jason Cooke

Applicable Statutes and Regulations

9. The following South Dakota statutes are applicable: SDCL 49-41B-1 through 49-41B-2.1, 49-41B-4, 49-41B-11 through 49-41B-19, 49-41B-21, 49-41B-22, 49-41B-24, 49-41B-26 through 49-41B-38 and applicable provisions of SDCL chapters 1-26 and 15-6.

10. The following South Dakota administrative rules are applicable: ARSD chapter 20:10:01 and ARSD 20:10:22:01 through ARSD 20:10:22:25, ARSD 20:10:22:36 through ARSD 20:10:22:40.

11. Pursuant to SDCL 49-41B-22, the Applicant for a facility construction permit has the burden of proof to establish that:

- (1) The proposed facility will comply with all applicable laws and rules;
- (2) The facility will not pose a threat of serious injury to the environment nor to the social and economic condition of inhabitants or expected inhabitants in the siting area;
- (3) The facility will not substantially impair the health, safety or welfare of the inhabitants; and
- (4) The facility will not unduly interfere with the orderly development of the region with due consideration having been given the views of governing bodies of affected local units of government.

The Project

12. The Project will be owned by Dakota Access, LLC. Dakota Access, LLC members will include Energy Transfer Partners, Phillips 66, and Sunoco Logistics. Ex. DAPL-1, pp. 4-5; Tr. at 65-66.

13. The Project will be operated by Sunoco Logistics. Tr. at 523.

14. The purpose of the Project is to connect the Bakken and Three Forks production areas in North Dakota to a crude oil hub in Illinois. This supply will serve to replace the United States' reliance on less stable and less reliable sources of foreign crude oil and further the goal of energy independence. Ex. DAPL-1, p. 4.

15. The Project is approximately 1,168-miles-long. Tr. at 56. The South Dakota portion of the pipeline will be approximately 274 miles in length. *Id.* The project enters South Dakota in Campbell County approximately 17 miles east of the Missouri river and continues southeast through McPherson, Edmunds, Faulk, Spink, Beadle, Kingsbury, Miner, Lake, McCook, Minnehaha, Turner, and Lincoln counties. Ex. DAPL-1, pp. 1, 4-5. Detailed route maps were presented into evidence. Ex. DAPL-2. The maps provided sufficient detail to analyze the route.

16. The pipeline is proposed to initially transport approximately 450,000 barrels per day, with an anticipated capacity up to 570,000 barrels per day. Ex. DAPL-1, p. 1.

17. Construction of the Project is proposed to commence in the spring of 2016, with construction in South Dakota planned to last approximately nine months. Ex. DAPL-5, Agricultural Impact Mitigation Plan. Construction in South Dakota will be constructed in two partial and one full construction spread with 900 to 1,000 construction personnel on each spread. Tr. at 301. Dakota Access has entered into binding contracts for the shipment of crude oil product pursuant to the Project plan. Ex. DAPL-1, p. 4; DAPL- 31, pp. 1-2. The contractual commitments, which are already in existence, demonstrate the viability and need for the project.

18. The pipeline will have a 12-30 inch diameter and be constructed using high-strength steel pipe API 5L. Ex. DAPL-1, pp.1, 52. The pipeline will be coated with fusion-bonded epoxy that provides a barrier between the steel pipe surface and corrosive environments. The pipeline will also be protected by a cathodic protection system. Ex. DAPL-1, p. 52; Ex. DAPL-31, p. 5.

19. The pipeline will operate at a maximum operating pressure of 1,440 psig. Ex. DAPL-1, p. 53.

20. The Project will have one pump station in South Dakota located approximately seven miles southeast of Redfield in Spink County. Ex. DAPL-1, p. 1. The pump station consists of approximately nine acres of land acquired by Dakota Access in fee. Ex. DAPL-1, p. 52.

21. The pump station will be electrically driven and will pump crude oil through the pipeline. *Id.* at 52-53. Design and construction of the pump station will meet the requirements of the National Electric Code and American Petroleum Institute 500. *Id.* at 52. The pump station will be fully automated for unmanned operation. Remote start and stop, set point controls, unit monitoring equipment and station information will be installed at the pump station. *Id.* at 53. Backup power at the pump station will consist of batteries to maintain communications between the pump station and the pipeline control center, and operate lighting and power for minor facility procedures if local utility power supply is disrupted. *Id.*

22. Dakota Access will install 40 main line valves in South Dakota. Tr. at 187-188. Main line valves have the capacity to isolate sections of the line in the event of an emergency to minimize impacts in case of abnormal operations or for operational maintenance reasons. Ex. DAPL-1, p. 7.

23. The pipeline will be constructed within a corridor, generally ranging from 85 feet to up to 150 feet, consisting of a 50-foot wide permanent right-of-way with the remaining area consisting of a temporary construction right-of-way. Ex. DAPL-32, p. 1 and attached typical drawings; Ex. DAPL-1, pp. 5-6.

24. The project will be designed, constructed, tested, and operated in accordance with all applicable requirements, including the U.S. Department of Transportation, Pipeline Hazardous Materials and Safety Administration (PHMSA) regulations set forth at 49 CFR Part 195. These federal regulations are intended to ensure protection for the public and the environment, and to prevent crude oil pipeline accidents and failures. Ex. DAPL-31, pp. 4-5; Ex. Staff-9, pp. 5-8.

25. The current estimated cost of the Dakota Access Project in South Dakota is \$820 million. Ex. DAPL-1, p. 4. Dakota Access is subject to South Dakota taxing authorities to pay property taxes. *Id.* at 42.

Demand for the Facility

26. Currently, the United States produces approximately 10 million barrels of oil per day and imports approximately 10 million barrels per day. Consumption ranges between 17.5 to 20 million barrels per day. Tr. at 1933.

27. The transport of domestic crude oil to meet domestic refining needs will reduce the United States' dependence on foreign oil. *Id.*; Ex. Staff-1, attached Ex. A, pp.4-7.

28. Through this project, Dakota Access will provide a number of opportunities for refiners in the United States to utilize the crude oil production coming out of the Bakken and Three Forks

areas in North Dakota. Reliable and safe transportation of crude oil will help meet the energy needs of the United States, including South Dakota. Ex. DAPL-1, p. 4; Tr. at 1930-1934.

29. Dakota Access secured binding long-term transportation and efficiency contracts from multiple committed shippers to support development of the Dakota Access pipeline with a crude oil transportation capacity of approximately 450,000 barrels per day. These long-term binding shipper commitments demonstrate endorsement and support for the Project, its economics, proposed route, and target market, as well as the need for additional pipeline capacity and access to domestic refinery markets. Ex. DAPL-1, p. 4.

Alternative Routes

30. Dakota Access provided information related to its selection of the proposed route for the Project and route alternatives. Ex. DAPL-1, pp. 7-9; Ex. DAPL-30, pp. 9-10. Ex. Staff-1, attached Ex. A, pp. 11-20. The information included a description of its Geographical Information System (GIS) route-selection/optimization program. *Id.* Environmental, engineering, and land datasets were utilized and weighted. *Id.* Dakota Access used the output from the GIS routing program, field survey results, and micro routing considerations gathered by the project team, which included consideration of environmental resources, landowner feedback, and government feedback. Ex. Staff-1, attached Ex. A, p. 14; Ex. DAPL-30, pp. 9-10. Route changes were made as a result of these considerations. Ex. DAPL-1, p. 8. See also Findings of fact 102, 103.

31. SDCL 49-41B-36 explicitly states that chapter 49-41B is not "a delegation to the commission of the authority to route a transmission facility..." The Commission accordingly finds and concludes that it lacks authority to compel the Applicant to select an alternative route or to base its decision on whether to grant or deny a permit for a proposed facility on whether the selected route is the route the Commission itself might select.

Design and Construction

32. Dakota Access plans to install 40 main line valves along the route in South Dakota. Ex. DAPL-31, p. 4. The valves will have remote actuators that allow the valves to be quickly activated from the pipeline control center to isolate sections of the pipeline to minimize impacts in the event of an emergency. In addition to the remote actuators, the valves will also allow for local operation. *Id.* The use of 40 main line valves is in excess of code requirements and was incorporated into the design of the Project to increase safety and Dakota Access's ability to respond to abnormal operating conditions. Tr. at 249, 2140.

33. Pipeline segments will allow the passage of internal inspection devices. Ex. DAPL-31, p. 4. These devices are capable of detecting internal and external anomalies in the pipe such as corrosion, dents, and gouges. *Id.* There are three pig launcher/receivers that are designed to launch and receive these internal inspection devices. *Id.*

34. The pipeline will have a design factor of 0.72. *Id.* at 5. The pipeline will have a nominal 30-inch diameter. *Id.* Pipe material grade will be X-70, and comply with API 5L-PFL2. *Id.* Pipe wall thickness will be 0.429 inch or 0.625 inch. *Id.*

35. Dakota Access will apply an external fusion bond epoxy coating to the pipeline and an impressed cathodic protection system will be used to protect against corrosion. *Id.* All material

used in the construction of the Project will be manufactured, constructed, and operated in accordance with applicable regulations. *Id.*

36. Current storage of pipeline segments outdoors in preparation for construction does not negatively impact the effectiveness of the fusion bond epoxy coating, nor does it affect pipeline integrity. DAPL-37, p. 1; Tr. at 1589-1570, 1584, 2136-2137.

37. Dakota Access has not applied for any waivers from PHMSA. Ex. DAPL-31, p. 5.

38. The design of the pipeline is based on a maximum operating pressure of 1,440 PSIG. *Id.* Various sections of the pipeline will be exposed to lower pressures due to the combined pump station discharge pressure, friction pressure loss, and hydrostatic head gain or loss for pipe segments located at elevations that differ from pump station elevations. *Id.*

39. Dakota Access included a main line valve typical drawing, pump station typical drawing, and project flow diagrams. Ex. DAPL-3, pp. 11-17 (conf.).

40. Dakota Access is subject to all PHMSA regulations pertaining to design and construction. 49 CFR Part 195; Ex. DAPL-31, p. 4.

41. All pipe welds will be nondestructively tested using ultrasonic or radiographic inspection. Tr. at 609, 2137.

42. Dakota Access will hydrostatically test the pipeline prior to operations. Hydrostatic testing is done through the use of water to pressurize the pipeline. Ex. DAPL-34, pp. 4-5; Tr. at 609.

43. Dakota Access will use surface waters as a water source for hydrostatic testing in agreement with the owners of the water rights and/or any state or federal permit. Ex. DAPL-33, p. 11. Water used for hydrostatic testing is not consumed but is subsequently released pursuant to applicable permits, is filtered through straw bale structures to remove dirt, and the water is monitored and tested before and after discharge. Ex. DAPL- 32, p. 6; Tr. at 318-319.

44. During construction, Dakota Access will have a number of inspectors on a construction spread, including environmental inspectors, who will monitor any environmental issue that arises as well as monitor for compliance with all applicable permits. Ex. DAPL-1, p. 13; Ex. DAPL-33, p. 8.

45. Dakota Access prepared a detailed Storm Water Pollution Prevention Plan, which will be utilized during construction to minimize impacts of storm water runoff during project construction activities. Ex. DAPL-5, Stormwater Pollution Prevention Plan. Dakota Access has also developed a spill prevention, containment and countermeasures plan for use during construction to provide preventative and mitigative measures to minimize environmental impact associated with inadvertent spills or releases of fuel, lubricant, or hazardous materials during construction of the project. Ex. DAPL-5, Spill Prevention, Containment, and Countermeasures Plan. In addition, Dakota Access has prepared an Agricultural Impact Mitigation Plan that addresses various aspects of construction intended to mitigate and prevent damage during the construction phase. Ex. DAPL-5, Agricultural Impact Mitigation Plan. Environmental and/or agricultural inspectors will be used during the construction phase of the project. Ex. DAPL-5, Agricultural Impact Mitigation Plan, p. 4; Ex. DAPL-33, p. 8. Dakota Access, through implementation of procedures outlined in these plans, will minimize the impacts associated with the project.

46. In particular, the Agricultural Impact Mitigation Plan includes many mitigation steps Dakota Access will take during construction which are designed to return the land to its original production. Ex. DAPL-5, Agricultural Impact Mitigation Plan. These include topsoil removal and replacement, prevention of erosion, temporary and permanent repair of drain tiles, and restoration after soil compaction and rutting. *Id.* at 8-10. In addition, the Commission has included additional conditions regarding construction. See generally, Permit Conditions.

47. Dakota Access will acquire any necessary permits for the crossing of roads. Ex. DAPL-33, p. 2. If Dakota Access causes damage to roads, Dakota Access is responsible for the repair of the roads to pre-construction condition. Permit Condition 25. Pursuant to SDCL 49-41B-38, Dakota Access is required to post a bond to ensure that any damage beyond normal wear and tear to public roads, highways, bridges or other related facilities will be adequately compensated. The amount of the bond is set at \$24 million. Permit Condition 25(f).

48. The Commission finds that procedures in the Storm Water Pollution Prevention Plan, Spill Prevention Control and Countermeasures Plan, Agricultural Impact Mitigation Plan, and other construction plans and procedures that Dakota Access has committed to implement, together with conditions regarding construction practices adopted by the Commission herein, will minimize impacts from construction of the Project to the environment and social and economic conditions of inhabitants and expected inhabitants in the project area.

49. Some conditions relate to construction and its effect on landowners and their property. Dakota Access may encounter physical conditions along the route during construction that makes compliance with certain of these conditions infeasible. If, after providing a copy of this order, including the conditions, to the landowner and advising Commission staff, the Applicant and landowner agree in writing to modifications of one or more requirements specified in these conditions, such as maximum clearance or right-of-way widths, Dakota Access may follow the alternative procedures and specifications agreed to between it and the landowner.

Operations and Maintenance

50. The Dakota Access pipeline will be designed, constructed, tested, and operated in accordance with all applicable requirements, including the PHMSA regulations at 49 CFR Part 195. Ex. DAPL-31, pp. 3-5. These federal regulations are intended to ensure adequate protection for the public and the environment and to prevent crude oil pipeline accidents and failures. 49 CFR Part 195. The safety features of Dakota Access's operations are also governed by 49 CFR Part 195.

51. The Project will employ a Supervisory Control and Data Acquisition (SCADA) system to remotely monitor and control the pipeline. Data necessary and useful to monitoring the pipeline's operations will be collected and transmitted to the operations control center, which is manned 24 hours per day, 365 days per year. Ex. DAPL-34, pp. 3-4.

52. The SCADA system is able to constantly monitor sensing devices placed along the pipeline to track the pressure, temperature, density, and flow of liquid petroleum under transport, and display each movement's status to operators at the control center. *Id.* at 4. Through these systems, the pipeline's operators can maintain the pipeline within established operating parameters. *Id.* The pipeline operators can remotely shut down pump stations and isolate pipeline segments when they observe abnormal conditions or if safety parameters are exceeded. The Computational Pipeline Monitoring system, a subsystem of the SCADA system,

is able to analyze deviations in the flow of liquids to the pipeline *Id.* This improves the operator's ability to identify leaks and other abnormal operating conditions. *Id.*

53. Additionally, Dakota Access will implement and utilize direct observation methodologies, which include aerial patrols, ground patrols, right-of-way marker signs that provide a 24-hour number for reporting emergency situations, and public and landowner awareness programs designed to encourage and facilitate the reporting of suspected leaks and events that may suggest a threat to the integrity of the pipeline. Ex. DAPL-41, p. 5; Ex. DAPL-6, p.17.

54. Dakota Access will implement abnormal operating procedures when necessary and as required by 49 CFR 195.402(d). Ex. DAPL-6, p. 17. Abnormal operating procedures can include shutting down any affected line segment if there is an indication of a leak, isolating the line segment, depressurizing the line, starting internal and external notification, and mobilizing additional personnel as required. *Id.*

55. As required by the United States Department of Transportation, state law and regulations, Dakota Access will prepare a Facility Response Plan for the system. *Id.* at 1. The plan is currently in draft form. Ex. DAPL-6. In drafting the plan, Dakota Access developed a South Dakota Spill Model Discussion. Ex. DAPL-7 (conf.). The Spill Model Discussion evaluates worst-case discharges which permits Dakota Access to properly design its facility response plan to address the same. The risk assessment over-estimates the probable size of a spill to ensure conservatism and emergency response in other planning objectives. Ex. DAPL-7, p. 7 (conf.); Tr. at 527.

56. The Facility Response Plan will be submitted to PHMSA for review prior to commencement of pipeline operations. Ex. DAPL-6. The Commission finds that the Facility Response Plan as required under 49 CFR 195.402 shall also be submitted to the Commission at the time it is submitted to PHMSA to apprise the Commission of its details.

57. Pursuant to the Facility Response Plan, Dakota Access will strategically locate emergency response equipment along the pipeline route, including a trailer, oil spill containment and recovery equipment, boats, and a communications office. Ex. DAPL-6, pp. 19-20. Dakota Access will also have a number of contractors available to provide emergency response assistance if necessary. *Id.*; Tr. at 528.

58. If the Dakota Access pipeline should experience a release, Dakota Access would implement its Facility Response Plan. Ex. DAPL-6. The South Dakota Department of Environment and Natural Resources (DENR) would be involved in the assessment and abatement of the release, and require the leak to be cleaned up and remediated. Ex. Staff-3, pp. 1-10. The DENR has the necessary resources to oversee the assessment and cleanup of crude oil releases and has extensive experience in overseeing the assessment and cleanup of all types of petroleum releases. *Id.* at 8, 10.

59. Local emergency responders may be required to initially secure the scene and ensure the safety of the public, and Dakota Access will provide training in that regard. Ex. DAPL-6, pp. 22, 30; Tr. at 528.

60. The Commission finds that the threat of serious injury to the environment or inhabitants of the State of South Dakota from a crude oil release is substantially mitigated by the integrity management, leak detection, and facility response processes and procedures that Dakota Access is continuing to plan and will implement.

Environmental and Land Use Impacts of the Project

61. Project maps include soil type maps and aerial photograph maps of the Dakota Access pipeline route in South Dakota that indicate topography, land use, project mileposts, and section, township, and range location descriptors. Ex. DAPL-2.

62. The Project route crosses six terrestrial vegetation community types in South Dakota including: pasture land/range land, native grassland, hay land, row crop agriculture, residences and farmsteads, and right-of-way corridors. Total acreage of each type of vegetation community is:

- a) Pasture land/range land: 969.3 acres
- b) Native grassland: 41 acres
- c) Hay land: 369.5 acres
- d) Row crop agriculture: 3763.1 acres
- e) Residences and farmsteads: 30 acres
- f) Right-of-Way corridors: 128.1 acres

See Ex. DAPL-1, pp. 18-19.

63. Impacts to vegetation and land use along the route will occur as a result of the project. Permanent land use impacts include those that will occur at the aboveground facilities associated with the Project, which are the 40 main line valves, three pig launcher and receiver facilities, and a pump station. Ex. DAPL-32, pp. 8-9. In addition, Dakota Access will acquire, and provide compensation for, pipeline right-of-way easements from landowners. Ex. DAPL-1, p. 38. There will be some land use restrictions regarding the permanent pipeline right-of-way. *Id.* at 39. Dakota Access has appropriate plans in place to reclaim vegetation areas temporarily impacted by the Project to prevent permanent impacts to vegetation. Ex. DAPL-33, pp. 16-17; Ex. DAPL-5, Agricultural Impact Mitigation Plan. In addition, the Commission has set forth a number of Permit Conditions regarding reclamation and revegetation, as well as compliance oversight. See generally, Permit Conditions.

64. Surficial deposits within the region wherein the Project is proposed for construction are composed primarily of alluvium, eolian deposits, lacustrine sediments, moraine, and outwash. Ex. DAPL-1, p. 10. Alluvium consists of clay and silt with lesser amounts of sand and gravel deposited by recent streams, and is typically black or dark brown and rich in organic matter. *Id.* Eolian deposits are formed through the sorting of clay, silt, and sand-sized particulates from surficial sediments. Lacustrine sediments accumulate in areas containing ponded glacial meltwater. Moraine is formed from debris released from beneath a glacier and is a relatively flat to gently rolling surface. Outwash consists of sand and gravel, along with minor silt and clay, and is deposited by meltwater streams. *Id.*

65. Karst terrain results from the dissolution of highly soluble bedrock and areas with karst terrain can be more susceptible to subsidence. Ex. DAPL-33, p. 9. The potential for the Project to encounter karst terrain is unlikely. *Tr.* at 1804-1805, 1810-1811. In the unlikely event karst terrain is encountered, Dakota Access is required to comply with Permit Condition 12 that requires site-specific evaluations by a qualified geologist or geotechnical engineer to provide input on mitigation measure if any signs of karst topography is found during construction.

66. It is not anticipated the project will impact mineral resources, as no identification of industrial mining operations was noted within one mile of the Project area. Ex. DAPL-1, p. 11; Ex. DAPL-33, p. 6.

67. Soil tables for the route were provided. Ex. DAPL-4, Soil Characteristics for Each Soil Map Unit Within the Project Area. The tables include the total crossing district for each soil-series unit, the areas impacted by construction of the aboveground pump station, and the characteristics of each of the soil map units within the project area. *Id.*; Ex. DAPL-33, p. 7. The identified soil characteristics include: prime farmland, hydric soils, compaction potential, erosion potential, steep slopes, shallow bedrock, shallow natric layers, and revegetation potential. *Id.*

68. Approximately 37% of the soils crossed by the pipeline are considered to be prime farmland, and approximately 44% of the route is identified as farmland of statewide importance. Ex. DAPL-1, p. 11. Following completion of construction, other than the aboveground facilities, these areas of farmland will be reclaimed and put back to pre-construction condition and use, subject to right-of-way restrictions. Ex. DAPL-33, p. 8.

69. The majority of the soils within the project area are classified as hydric. Ex. DAPL-4, Soil Characteristics for Each Soil Map Unit Within the Project Area. Hydric soils are defined by the U.S. Army Corp of Engineers as soils that formed under conditions of saturation, flooding or ponding long enough during growing seasons to develop anaerobic conditions in the upper part. Ex. DAPL-1, p. 12. Hydric soils can be prone to compaction and rutting. *Id.* Dakota Access will minimize impacts to hydric soils by implementing mitigation measures as outlined in the Stormwater Pollution Prevention Plan. Ex. DAPL-5, Stormwater Pollution Prevention Plan.

70. Soils with high erosion potential within the Project area were identified based on Natural Resources Conservation Service (NRCS) designations of land capability class and sub-class. Ex. DAPL-4, Soil Characteristics for Each Soil Map Unit Within the Project Area. This exhibit identifies the erosion potentials of each map unit within the project area. While the majority of soils within the project area have low erosion potential, there are identified areas with moderate and high erosion potential. *Id.* Dakota Access will utilize proper erosion and sedimentation control devices as provided for in the Stormwater Pollution Prevention Plan. Ex. DAPL-5. In addition, the Commission has set forth Permit Conditions to further address erosion issues. Permit Conditions 15, 16, 17, 26.

71. Soils with high sodium concentrations were identified by Dakota Access. Ex. DAPL-4, Soil Characteristics for Each Soil Map Unit Within the Project Area. Identification of such soils is necessary as the condition limits growth of plant species and can be a challenge in reclamation. Ex. DAPL-1, p. 13; Ex. DAPL-33, p. 8. Dakota Access has retained an agricultural consultant to develop specific mitigation measures for work in these areas. Ex. DAPL-33, p. 8. In addition, Dakota Access will consult with NRCS to obtain a proper seed mix for use in these areas. *Id.* at 17.

72. Successful restoration and revegetation of the project work spaces and permanent easement areas are important to maintain positive landowner relations, to maintain land productivity, and to protect underlying soil from potential damage. Ex. DAPL-1, p. 13.

73. The majority of soils impacted by the project have moderate to high revegetation potential. Ex. DAPL-1, p. 13; Ex. DAPL-4, Soil Characteristics for Each Soil Map Unit Within the Project Area. There are also areas of low revegetation potential. *Id.* Dakota Access has set forth its procedures for revegetation in its Stormwater Pollution and Prevention Plan and its Agricultural

Impact Mitigation Plan. Ex. DAPL-5, Stormwater Pollution and Prevention Plan, Section 3.1 and Agricultural Impact Mitigation Plan, Section 6.

74. Noxious weeds may cause environmental and economic impacts, and can directly or indirectly injure agriculture, waterways, wildlife, or public health. Ex. DAPL-1, p. 20. A total of 12 species of state and county noxious weeds were documented within the project area. Ex. DAPL-1, pp. 20-22. Construction activities result in surface disturbance, which could contribute to the spread of noxious weeds. Dakota Access will implement best management practices and weed control practices during construction and operation to mitigate impacts from noxious weeds. Ex. DAPL-33, 17-18. These practices include treating known noxious weed infestations prior to ground disturbance, reseeding immediately following construction, the use of weed-free seed, and the use of weed-free erosion control materials. *Id.* Dakota Access will also consult with the NRCS, the South Dakota Department of Agriculture, and local county officials to identify areas of noxious weed concerns and develop control methods for those areas of noxious weed concerns. Permit Condition 15.

75. The Dakota Access construction and reclamation process involves placement of environmental inspectors along the route to monitor construction personnel and progress. The effectiveness of revegetation and permanent erosion control devices will be monitored by Dakota Access's operating personnel during long-term operation and maintenance of the Project. Ex. DAPL-1, p.13; Ex. DAPL-33, p. 8. In addition, a public liaison officer will facilitate communications among Dakota Access, landowners, local communities, and residents and facilitate prompt resolution of complaints and problems that may develop as a result of the Project. Permit Condition 6. Further, a third-party monitor will report directly to the Commission to monitor compliance with the permit. Permit Condition 29.

76. Dakota Access developed a Spill Prevention, Containment, and Countermeasures Plan that sets forth its planning and prevention procedures, general best management practices, and spill procedures. Ex. DAPL-5, attached as Appendix B to its Stormwater Pollution Prevention Plan. This plan properly sets forth appropriate measures for the prevention, containment, remediation of inadvertent spills or releases of fuel, lubricant, or hazardous materials during construction of the Project. Ex. DAPL-5. Dakota Access also prepared a preliminary South Dakota Spill Model Discussion and a draft Facility Response Plan. Exs. DAPL-6, 7.

77. Dakota Access did not identify any high consequence areas, as defined by 29 CFR 195, in the pipeline corridor. Tr. at 186-187. However, if the identification of high consequence areas occurs, or if environmental factors change thus resulting in the existence of a high consequence area, per 49 CFR 195, Dakota Access must integrate that high consequence area into its integrity management plan. Tr. at 2205-2206. Dakota Access will continue to evaluate and perform assessment activities regarding high consequence areas. Permit Condition 33.

Special Considerations: Impact to Water Bodies and Wetlands

78. Dakota Access identified 279 water body crossings located within the Project footprint. Of those identified, 10 are perennial streams and rivers, 105 are intermittent streams, 139 are ephemeral streams, and 25 are open water ponds. Ex. DAPL-1, p. 25. The Project does not cross the Missouri River in South Dakota. Ex. DAPL-2. Dakota Access will comply with the conditions of any permit issued by a federal or state agency. Ex. DAPL-33, p.11.

79. Impacts to water bodies are expected to be limited to the construction phase. Impacts during construction may include an increase of sedimentation and turbidity, introduction of water

pollutants, or entrapment of fish. No permanent long-term effects on water quality or fish communities are anticipated to occur as a result of the construction or normal course of operation of the pipeline. Ex. DAPL-1, p. 26.

80. Dakota Access will minimize potential impacts on water bodies by utilizing specialized crossing methods and implementing best management practices to decrease time spent in water crossing areas. *Id.*

81. Construction methods utilized at water body crossings are highly dependent on characteristics of the water body encountered, environmental constraints, the underlying geology, and other factors. *Id.* at 26-28. Potential types of crossing methods include: open-cut crossing method, flume crossing method, dam and pump crossing method, or a horizontal directional drill. Ex. DAPL-1, pp. 26-28. The majority of waterbody crossings will use the open-cut method. *Id.* at 26. In order to minimize impacts to water quality, best management practices will be used, including excavating the pipeline trench immediately prior to pipe installation. *Id.*

82. The horizontal directional drill crossing method will be utilized at water body crossings or other areas along the route where it is necessary to avoid a particularly sensitive resource. *Id.* at 27. The horizontal directional drill method allows for construction across an area without the excavation of a trench, by drilling a hole significantly below the conventional pipeline depth, and pulling the pipeline through the pre-drilled hole. *Id.*

83. Table 17.1-1 of the application identifies the water bodies and wetlands wherein the horizontal directional drill method will be used. *Id.* In addition, Dakota Access identified two additional water bodies, which will be horizontal directionally drilled. Tr. at 402-403. The horizontal directional drill method will be used at five water bodies of particular sensitivity and three wetlands of particular sensitivity. Ex. DAPL-1, p. 27; Tr. at 402-403.

84. Dakota Access routed the project to avoid permanent fill in wetlands. Ex. DAPL-1, p. 28. In addition, aboveground facilities were sited within upland areas. No permanent loss of wetlands is anticipated. *Id.* As with water crossings, temporary impacts to wetlands are limited to the construction phase. Table 17.2-1 summarizes all wetlands within the project area. *Id.* at 28-29. The table includes United States Army Corps of Engineers' jurisdictional wetlands and non-jurisdictional wetlands. *Id.* at 28. To avoid impacts, Dakota Access will cross three of the wetlands via horizontal directional drilling. *Id.* at 27. Where impacts are unavoidable, Dakota Access will implement best management practices to ensure the wetland is restored. *Id.* at 29.

Special Considerations: Impact on Agricultural Land and Land Use

85. Testimony was presented by and on behalf of some affected landowners who opposed the construction of the pipeline. Exs. 11 through 124. Out of 743 tracts of land identified by Dakota Access as being within the Project footprint, the landowners providing testimony own six of the tracts. Tr. at 1907-1908. The Landowners expressed concerns about the Project's impact on their lands, including returning the land to pre-construction levels, compaction of soil, potential damage to drain tile systems, compliance with permit conditions, environmental and safety issues, and the future development of their property. *Id.*

86. Row crop agriculture and hay lands will be temporarily disturbed and removed from production during construction. Agricultural production is expected to resume during the growing season following completion of the pipeline construction. Ex. DAPL-1, p. 43. The Commission finds that Dakota Access has developed plans and presented evidence that showed that land

productivity levels and land and soil conditions following pipeline construction can be returned to pre-disturbance levels. Ex. DAPL-33, pp. 16-17; Ex. DAPL-39, pp.5-10; Tr. at 1881; Ex. DAPL-5. Plans include its Agricultural Impact Mitigation Plan that is designed to minimize construction impacts and restore land to its pre-construction levels, and its Stormwater Pollution Prevention Plan that is designed to minimize the impacts of stormwater runoff during construction activities. Ex. DAPL-5. In addition to the plans presented by Dakota Access, the Commission has imposed a number of conditions to address landowner concerns. See generally Permit Conditions.

87. To minimize impacts to agricultural vegetation, Dakota Access will segregate topsoil during construction of the pipeline. At a minimum, the depth of topsoil to be stripped will be 12 inches, or actual depth of topsoil if less than 12 inches. Ex. DAPL-5, Agricultural Impact Mitigation Plan, p. 6. Dakota Access will work with individual landowners where topsoil is in excess of 12 inches. Tr. at 1875. Dakota Access will strip additional topsoil in areas where the depth of topsoil exceeds 12 inches, if requested by the landowner. Permit Condition 16(a). Segregated topsoil will then be returned following backfill of the subsoil, ensuring preservation of valuable topsoil within the construction area. Ex. DAPL-33, p. 17.

88. Functioning drain tile systems are necessary for landowners to maximize crop production on agricultural land. Dakota Access has plans in place to repair existing drain tile to its pre-construction condition and maintain the drain tile system's functionality. Tr. at 1878-1879, DAPL-5, Agricultural Impact Mitigation Plan, pp. 8-10. Dakota Access's plans include specific methods for the temporary and permanent repair of drain tiles. ~~DAPL-5, Agricultural Impact Mitigation Plan, pp. 8-10.~~ In addition, Dakota Access must repair or replace all damaged and disturbed drain tile in a manner that maintains the full integrity, function, and original slope of the drain tile. Permit Condition 41. Dakota Access is also required to make additional repairs or replacement in the event any drain tile ceases to function properly because of the pipeline construction or operation. *Id.*

89. Additional Permit Conditions that further address landowner concerns include: restoration and revegetation of the land; decompaction of soils; weed control; crop monitoring protocols; reseedling; keeping landowners informed of the obligations of Dakota Access; preventative construction requirements; and the liability of Dakota Access for damages. Permit Conditions 16, 41, 46, 47, 48, 49, 50, 51. The Commission has imposed conditions regarding where the pipeline runs within 500 feet of residences. Permit Condition 26. Dakota Access is liable for all damages caused by the construction or operation of the Project, including the repair or replacement of any property damaged or removed, lost productivity, crop loss, livestock loss, and loss of organic certification. Permit Conditions 46 through 49. The Commission also addressed concerns regarding compliance by requiring Dakota Access to contract with a third-party monitor. The third-party monitor will be approved by the Commission and report directly to the Commission. The third-party monitor will work with Dakota Access's environmental and agriculture inspectors and the Public Liaison officer to ensure compliance with the conditions of the permit and will report on any non-compliance. Permit Condition 31.

90. Dakota Access has also demonstrated its willingness to work with landowners to address land development concerns, including making route changes. Tr. at 2090; Ex. DAPL-1 pp. 8-9. In addition, Dakota Access presented evidence showing how pipelines can co-exist in developed areas. Exs. DAPL-51, 52; Tr. at 1943. Other environmental and safety issues are addressed in previous findings of fact relating to design and construction, operation and maintenance, and environmental and land use.

91. Landowners' issues regarding easement acquisition and condemnation proceedings are not within the jurisdiction of the Commission.

Impacts on Wildlife and Fish

92. The Project does not cross any water bodies categorized as high-quality fisheries within South Dakota. Ex. DAPL-1, p. 25. A total of three water bodies crossed by the Project are categorized as low-quality and have warm water fishery classifications. The three warm water fishery water bodies are Turtle Creek, the James River, and the Big Sioux River. *Id.*

93. Dakota Access compiled a comprehensive list of all federal and state sensitive, threatened, and endangered species within the counties crossed by the project. Ex. DAPL-4, Federal and State Listed Threatened and Endangered Species in South Dakota. This list includes the potential impacts on these species, their habitat requirements, and a determination of effect on the species. *Id.* Dakota Access has consulted with the U.S. Fish and Wildlife Service, the South Dakota Natural Heritage Program, and the South Dakota Game, Fish & Parks. Ex. DAPL-33, p. 18. Dakota Access will continue consulting with resource agencies to develop mitigative measures to minimize potential impacts to any listed species prior to initiating construction. *Id.* at 23. Dakota Access will implement any recommendations made. Tr. at 2043-2044, 2168-2169.

94. Dakota Access and the U.S. Fish and Wildlife Service identified potential effects on one listed aquatic species, the Topeka Shiner. Ex. DAPL-33, p. 23. Dakota Access will cross water bodies where the Topeka Shiner has been identified as a potentially impacted species. As a result, Dakota Access will utilize the horizontal directional drill crossing method for some of these water bodies. Open cut crossings will be done in accordance with the biological opinion issued by U.S. Fish and Wildlife Service. Ex. DAPL-33, p. 23; Ex. DAPL-38, p. 4-5. Dakota Access will consult with the U.S. Fish and Wildlife Service and follow all recommendations made by the U.S. Fish and Wildlife Service. Tr. at 2168-2169.

Impact on Cultural Resources

95. Dakota Access conducted a thorough cultural resource survey along the proposed Project route, except for areas that Dakota Access has not yet received survey permission. Tr. at 2151-2152; Exs. DAPL-45 through 49. Dakota Access also prepared an unanticipated discovery plan that addresses proper handling of cultural resources, human remains, paleontological resources, and funerary objects unearthed in the excavation and construction process. Ex. DAPL-9.

96. The entirety of the route, with the exception of 12 tracts to which Dakota Access has not received survey permission, has been surveyed for cultural resources. Tr. at 2151-2152. Dakota Access shall survey the remaining tracts when it has permission. All aboveground facilities have also been surveyed, including the pump station, the main line valves, the launchers/receivers, as well as all access roads currently identified. Tr. at 2152. As contractor yards and any additional roads are identified, they will also be surveyed. *Id.*

97. South Dakota law requires a survey that includes identification of all previously identified cultural resources listed on the registry of historic places. See SDCL 1-19A-11.1. In addition to surveying these previously identified cultural resources, Dakota Access also identified areas eligible for inclusion on the Registry for National Historic Places. Tr. at 2165. The South Dakota State Historic Preservation Office (SHPO) reviewed the cultural resource surveys and unanticipated discovery plan. Tr. at 741. Dakota Access responded to concerns expressed by

SHPO. Paige Olson, review compliance coordinator for SHPO, stated that the concerns she had raised had been addressed. Tr. at 744, 753.

98. Section 106 of the National Historic Preservation Act requires federal agencies to take into account the effects of their undertakings on historic properties. 36 USC 800.1(a). The United States Army Corp. of Engineers is currently in the process of complying with its Section 106 obligations. Tr. at 2177-2178. This process includes consulting with Indian tribes. Ex. Staff-6, p. 8. The state process does not provide for consulting with Indian tribes. *Id.*

99. Through cross-examination, Rosebud Sioux Tribe asked questions about certain areas on the Level III Cultural Resource survey maps Tr. at 815-832 (conf.) Areas of particular sensitivity as identified by the Rosebud Sioux Tribe were either avoided in pipeline routing, or avoided through horizontal directional drill methods. Tr. at 2154-2165.

Other Social and Economic Factors

100. Other potential social and economic impacts of the Project were assessed. The Commission finds that a review of these impacts shows that the Project will not substantially impair the health, safety or welfare of the inhabitants or pose an unacceptable threat of serious injury to the social or economic conditions of inhabitants. The project will bring jobs, both temporary and permanent, to the State of South Dakota, and specifically to the areas of construction and operation. Ex. DAPL-30, p. 13. Although some of the numbers related to jobs were subject to varying interpretations, the Commission finds that these were not deliberate misstatements of material facts. The potential impacts that were assessed included impacts on commercial and industrial sectors, housing, land values, labor market, health facilities, energy, sewage and water, solid waste management facilities, fire protection, law enforcement, recreational facilities, schools, transportation facilities, and other community and government facilities. Ex. DAPL-30, pp. 12-18; Ex. DAPL-1, pp. 37-42. Regarding concerns related to the increased number of workers in the area, Dakota Access will rely on existing governmental and public services and, to the extent additional resources are needed, Dakota Access will require its contractor to provide the additional resources, such as security and medical services. Ex. Staff-1, Ex. A, p. 41.

101. Dakota Access will pay property taxes to local governments on an annual basis. Ex. DAPL-1, p. 42. An increase in assessed, taxable valuation for school districts is a positive development. In addition, Dakota Access will pay sales, use, gross receipts, and lodging taxes. *Id.*

Orderly Development of the Region

102. An applicant for a permit is required to show that its proposed facility will not unduly interfere with the orderly development of the region with due consideration having been given the views of governing bodies of affected local units of government. The Commission finds the facility will not unduly interfere with the orderly development of the region. Dakota Access has acquired almost 90% of easements for the area in South Dakota. Tr. at 2077-2078. Although some cities and counties were intervenors in this proceeding, no testimony was presented by any city or county opposing the Project. Dakota Access had numerous meetings with governmental officials regarding the Project. Tr. at 1944. Dakota Access met with the cities of Sioux Falls, Tea, and Harrisburg and made route changes that were designed to avoid certain future development areas. Tr. at 181-182; see also Ex. City of Sioux Falls-A, Dakota Access Pipeline/Municipal Growth Areas. The City of Sioux Falls did not present testimony at the

hearing, and, during the hearing, it entered into a Stipulation with Dakota Access regarding its landfill, including findings of fact approved by the Commission. See Findings of Fact 107-114.

103. Dakota Access's witness Joey Mahmoud explained that when considering the pipeline route, one goal was to minimize the environmental footprint. By increasing the length of a pipeline, there are additional impacts, including landowner impacts, impacts to wetlands, impacts to endangered species, and other risks associated with a longer pipeline. Tr. at 2114. Moving the pipeline away from one community means that that the pipeline is moving closer to another community resulting in a transference of impacts. Tr. at 2118.

104. In addition, Dakota Access presented evidence that pipelines are compatible with developed and developable areas. Exs. DAPL-51, 52; Tr. at 386-387, 1943. One of the maps showed the pipeline infrastructure in the Sioux Falls area. Ex. DAPL-52.

105. The Commission finds that neither the Yankton Sioux Tribe nor the Rosebud Sioux Tribe is an affected local unit of government. The Commission finds that neither reservation is near enough to the Project footprint to be considered an affected local unit of government.

Environmental Assessment

106. On September 29, 2015, the Yankton Sioux Tribe, the Rosebud Sioux Tribe, Indigenous Environmental Network, and Dakota Rural Action filed a Joint Motion to Stay Proceedings for Preparation of an Environmental Impact Statement. The Yankton Sioux Tribe, the Rosebud Sioux Tribe, Indigenous Environmental Network, and Dakota Rural Action requested a stay of these proceedings "for a reasonable time, to allow for the preparation of an environmental impact statement (EIS) on the Dakota Access Pipeline revised application." Individual intervenors, represented by Glenn Boomsma joined in the motion. The Commission denied the motion for a stay. The motion was made the day the hearing began. Pursuant to SDCL chapter 49-41B and ARSD chapter 20:10:22, an applicant is required to provide a detailed environmental assessment. Following the hearing, and based on the evidence received, the Commission finds that the environmental assessment conducted in this proceeding satisfactorily addressed environmental impacts and that the preparation of an environmental impact statement pursuant to SDCL chapter 34A-9 is unnecessary.

Stipulated Findings Entered into by the City of Sioux Falls and Dakota Access Regarding the Regional Sanitary Landfill

107. The City of Sioux Falls is the owner of real property located in the southeast quarter of (SE ¼) of Section 34-T101N-R51W of the 5th P.M., Minnehaha County, South Dakota. This property is approximately five miles west of the Sioux Falls City limits and is outside the City Growth Area. This real property is used for the Sioux Falls Regional Sanitary Landfill (Landfill).

108 The Dakota Access proposed route lies parallel along the west boundary of the Landfill.

109. The Landfill is designed so cells (excavated areas for deposit of solid waste) are set back into Landfill property at least 300 feet. The Landfill uses the area within the 300 feet as a buffer with trees and other vegetation, storage of materials and equipment, and for routine purposes associated with a landfill, including regulatory items such as groundwater monitoring and inspections as required or allowed by the South Dakota Department of Environment and Natural Resources (DENR) or the United States Environmental Protection Agency.

110. The cell design and boundaries have been incorporated into the landfill permit granted by the South Dakota Department of Environment and Natural Resources (DENR). Under the DENR permit, the City is not allowed to excavate land and dispose of waste within the 300 foot area. Due to the distance between the cells and the proposed pipeline, the excavation and use of the Landfill cells would not disturb the Dakota Access pipeline and the installation of the Dakota Access pipeline would not disturb the Landfill cells.

111. Sioux Falls has installed a system of groundwater monitoring wells to monitor whether municipal solid waste leachate is migrating into the groundwater. This includes an upgradient well on the northwest edge of the landfill site to serve as a baseline for groundwater quality. This monitoring site is located between the Landfill cells and the proposed Dakota Access pipeline. If petroleum or oil (under some unforeseen event) were to migrate into the groundwater in this area, the groundwater monitoring well could show the presence of petroleum. The function of monitoring wells is to detect contaminants and provide for corrective action as soon as possible.

112. Sioux Falls has a Landfill gas pipeline system used for gathering gas generated by the landfill and transporting it off site to an ethanol plant south of the landfill.

113. There are trees and a chain link fence near the west boundary of the Sioux Falls Landfill within the 300 foot area.

114. Sioux Falls does not object to the siting of the Dakota Access pipeline along the west side of the Landfill, as presently proposed, so long as the Dakota Access pipeline is installed safely at appropriate depths and locations relative to the existing and future Landfill features and fixtures, and does not damage the Landfill property and, further, is constructed and operated in accordance with 49 CFR Part 195 and any other applicable permitting requirements.

General

115. An application may be denied, returned, or amended, at the discretion of the Commission, for failure to file an application generally in the form and content required by SDCL chapter 49-41B and ARSD chapter 20:10:22. SDCL 49-41B-13(2). The Commission finds that Dakota Access filed its application generally in the form and content required by SDCL chapter 49-41B and ARSD chapter 20:10:22. The Commission notes that the supplementation of an application with additional information is common. Ex. Staff-1, p. 5.

116. An application may be denied, returned, or amended, at the discretion of the Commission, if there are any deliberate misstatements of material facts in the application or in accompanying statements or studies. SDCL 49-41B-13(1). The Commission finds that the application and its accompanying statements and studies did not contain any deliberate misstatements of material facts.

117. The Commission finds that the Permit Conditions attached hereto as Exhibit A and incorporated herein by reference are supported by the record, are reasonable and will help ensure that the Project will meet the standards established for approval of a construction permit for the Project set forth in SDCL 49-41B-22 and should be adopted.

118. The Commission finds that the Project, if constructed in accordance with the terms and conditions of this decision, will comply with all applicable laws and rules, including all requirements of SDCL chapter 49-41B and chapter ARSD 20:10:22.

119. The Commission finds that the Project, if constructed in accordance with the terms and conditions of this decision, will not pose an unacceptable threat of serious injury to the environment nor to the social and economic conditions of inhabitants or expected inhabitants in the siting area.

120. The Commission finds that the Project, if constructed in accordance with the terms and conditions of this decision, will not substantially impair the health, safety or welfare of the inhabitants in the siting area.

121. The Commission finds that the Project, if constructed in accordance with the terms and conditions of this decision, will not unduly interfere with the orderly development of the region with due consideration having been given the views of governing bodies of affected local units of government.

122. The Commission finds that a permit to construct the Project should be granted subject to the Conditions set forth in Exhibit A.

123. To the extent that any Conclusion of Law set forth below is more appropriately a finding of fact, that Conclusion of Law is incorporated by reference as a Finding of Fact.

Based on the foregoing Findings of Fact, the Commission hereby makes the following:

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and parties to this proceeding pursuant to SDCL chapter 49-41B and ARSD chapter 20:10:22. Subject to the findings made on the four elements of proof under SDCL 49-41B-22, the Commission has authority to grant, deny, or grant upon reasonable terms, conditions or modifications, a permit for the construction, operation, and maintenance of the Dakota Access Pipeline.
2. The Dakota Access Pipeline Project is a transmission facility as defined in SDCL 49-41B-2.1.
3. Applicant's permit application, as amended and supplemented through the proceedings in this matter, complies with the applicable requirements of SDCL chapter 49-41B and ARSD chapter 20:10:22. The Commission finds that Dakota Access filed its application generally in the form and content required by SDCL chapter 49-41B and ARSD chapter 20:10:22.
4. The Commission finds there was no showing that there are any deliberate misstatements of material facts in the application or in accompanying statements or studies.
5. The project does not involve federal agency action. As a result, the National Environmental Policy Act (NEPA) does not require preparation of an environmental assessment or environmental impact statement.
6. State law does not require preparation of an environmental impact statement. SDCL 34A-9-2. The Commission finds that the application and permitting requirements under SDCL chapter 49-41B, and ARSD chapter 20:10:22 are sufficient for the Commission to review the environmental impacts of the Project and that an environmental impact statement pursuant to SDCL chapter 34A-9 is not necessary.

7. SDCL 49-41B-1 provides in part that "[t]he Legislature also finds that by assuming permit authority, that the state must also ensure that these facilities are constructed in an orderly and timely manner so that the energy requirements of the people of the state are fulfilled." The Commission finds that this language is directed toward ensuring that the permit process is conducted in a timely manner.

8. The Project, if constructed in accordance with the terms and conditions of this decision, will comply with all applicable laws and rules, including all requirements of SDCL chapter 49-41B and ARSD chapter 20:10:22.

9. The Project, if constructed in accordance with the terms and conditions of this decision, will not pose an unacceptable threat of serious injury to the environment nor to the social and economic conditions of inhabitants or expected inhabitants in the siting area.

10. The Project, if constructed in accordance with the terms and conditions of this decision, will not substantially impair the health, safety or welfare of the inhabitants in the siting area.

11. The Project, if constructed in accordance with the terms and conditions of this decision, will not unduly interfere with the orderly development of the region with due consideration having been given the views of governing bodies of affected local units of government.

12. The Commission has no authority over condemnation or eminent domain. SDCL 21-35-1 requires that these issues be brought before the circuit court.

13. Neither the Rosebud Sioux Tribe nor the Yankton Sioux Tribe is an affected local unit of government.

14. Native American Tribes do not have adjudicated private property land rights to any of the property crossed by the Project. The Commission does not have jurisdiction to adjudicate any land rights claims.

15. The standard of proof is by the preponderance of evidence. The Applicant has met its burden of proof pursuant to SDCL 49-41B-22 and is entitled to a permit as provided in SDCL 49-41B-24.

16. The Commission has authority to revoke or suspend any permit granted under the South Dakota Energy Facility Permit Act for failure to comply with the terms and conditions of the permit pursuant to SDCL 49-41B-33 and must approve any transfer of the permit granted by this Order pursuant to SDCL 49-41B-29.

17. To the extent that any of the Findings of Fact in this decision are determined to be conclusions of law or mixed findings of fact and conclusions of law, the same are incorporated herein by this reference as a Conclusion of Law as if set forth in full herein.

18. PHMSA is delegated exclusive authority over the establishment and enforcement of safety-orientated design and operational standards for hazardous materials pipelines. 49 U.S.C. 60101, et seq.

19. SDCL 49-41B-36 explicitly states that SDCL chapter 49-41B is not "a delegation to the commission of the authority to route a transmission facility...." The Commission accordingly concludes that it lacks authority (i) to compel the Applicant to select an alternative route or (ii) to

base its decision on whether to grant or deny a permit for a proposed facility on whether the selected route is the route the Commission might itself select.

20. The Commission concludes that it needs no other information to assess the impact of the proposed facility or to determine if Dakota Access has met its burden of proof.

21. The Commission concludes that the Application and all required filings have been filed with the Commission in conformity with South Dakota law and that all procedural requirements under South Dakota law, including public hearing requirements, have been met.

22. The Commission concludes that it possesses the authority under SDCL 49-41B-24 to impose conditions on the construction, operation and maintenance of the Project, that the Conditions set forth in Exhibit A are supported by the record, are reasonable and will help ensure that the Project will meet the standards established for approval of a construction permit for the Project set forth in SDCL 49-41B-22 and that the Permit Conditions are hereby adopted.

It is therefore

ORDERED, that a permit to construct the Dakota Access Project is granted to Dakota Access LLC, subject to the Conditions set forth in Exhibit A.

NOTICE OF ENTRY AND OF RIGHT TO APPEAL

PLEASE TAKE NOTICE that this Final Decision and Order was duly issued and entered on the 14th day of December, 2015. Pursuant to SDCL 1-26-32, this Final Decision and Order will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties. Pursuant to ARSD 20:10:01:30.01, an application for a rehearing or reconsideration may be made by filing a written petition with the Commission within 30 days from the date of issuance of this Final Decision and Order, Notice of Entry. Pursuant to SDCL 1-26-31, the parties have the right to appeal this Final Decision and Order to the appropriate Circuit Court by serving notice of appeal of this decision to the circuit court within thirty (30) days after the date of service of this Notice of Decision.

Dated at Pierre, South Dakota, this 14th day of December, 2015.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, electronically or by mail.
By: <u>Rolayne West</u>
Date: <u>12-14-15</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Chris Nelson
CHRIS NELSON, Chairman

GARY HANSON, Commissioner (dissenting)

Richard L. Sattgast
RICHARD L. SATTGAST, Acting Commissioner

Exhibit A

PERMIT CONDITIONS

I. Compliance with Laws, Regulations, Permits, Standards, and Commitments

1. Dakota Access shall comply with all applicable laws and regulations in its construction and operation of the Project. These laws and regulations include, but are not necessarily limited to: the federal Hazardous Liquid Pipeline Safety Act of 1979 and Pipeline Safety Improvement Act of 2002, as amended by the Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006, and the various other pipeline safety statutes codified at 49 U.S.C. § 60101 et seq. (collectively, the "PSA"); the regulations of the United States Department of Transportation implementing the PSA, particularly 49 C.F.R. Parts 194 and 195; temporary permits for use of public water for construction, testing or drilling purposes, SDCL 46-5-40.1 and ARSD 74:02:01:32 through 74:02:01:34.02 and temporary discharges to waters of the state, SDCL 34A-2-36 and ARSD Chapters 74:52:01 through 74:52:11, specifically, ARSD § 74:52:02:46 and the General Permit issued thereunder covering temporary discharges of water from construction dewatering and hydrostatic testing.

2. Dakota Access shall obtain and shall thereafter comply with all applicable federal, state, and local permits, including but not limited to: Clean Water Act § 404 and Rivers and Harbors Act Section 10 Permits; General Permit for Temporary Discharges and federal, state, and local highway and road encroachment permits. Any of such permits not previously filed with the Commission shall be filed with the Commission upon their issuance. To the extent that any law, regulation, requirement, condition, or permit applicable to the portion of the pipeline in this state differs from the requirements of these Conditions, the more stringent shall apply.

3. The permit granted by this Order shall not be transferable without the approval of the Commission pursuant to SDCL 49-41B-29.

4. Dakota Access shall undertake and complete all of the actions that it and its affiliated entities committed to undertake and complete in its Application as amended, in its testimony and exhibits received in evidence at the hearing, and in its responses to data requests received in evidence at the hearing.

II. Reporting and Relationships

5. The most recent and accurate depiction of the Project route and facility locations is found on the maps in Exhibit DAPL-2. The Application filed by Dakota Access with the Commission indicates Dakota Access will continue to develop route adjustments throughout the pre-construction design phase. These route adjustments will accommodate environmental features identified during surveys, property-specific issues, and civil survey information. Dakota Access shall do the following as it pertains to routing:

a) File new aerial route maps that incorporate any route adjustments prior to construction.

b) Notify the Commission and all affected landowners, utilities and local governmental units as soon as practicable if material deviations are proposed to the route and afford the Commission the opportunity to review and approve such modifications.

c) Notify affected landowners of any change in the route on their land.

d) Upon completion of the pre-construction route, Dakota Access shall file maps with the Commission depicting the final preconstruction route.

e) At the conclusion of construction, Dakota Access shall file detailed maps with the Commission depicting the final as-built location of the Project facilities.

6. Dakota Access shall provide a public liaison officer, approved by the Commission, to facilitate the exchange of information between Dakota Access, including its contractors, and landowners, local communities, and residents and to facilitate prompt resolution of complaints and problems that may develop for landowners, local communities, and residents as a result of the Project. Dakota Access shall file with the Commission its proposed public liaison officer's credentials for approval by the Commission prior to the commencement of construction. After the public liaison officer has been approved by the Commission, the public liaison officer may not be removed by Dakota Access without the approval of the Commission. The public liaison officer shall be afforded immediate access to Dakota Access's on-site project manager, its executive project manager, and to contractors' on-site managers and shall be available at all times to the Staff via mobile phone to respond to complaints and concerns communicated to the Staff by concerned landowners and others. Dakota Access shall also implement and keep an updated web site covering the planning and implementation of construction and commencement of operations in this state as an informational medium for the public. As soon as the Dakota Access's public liaison officer has been appointed and approved, Dakota Access shall provide contact information for him/her to all landowners crossed by the Project and to law enforcement agencies and local governments in the vicinity of the Project. The public liaison officer's contact information shall be provided to landowners in each subsequent written communication with them. If the Commission determines that the public liaison officer has not been adequately performing the duties set forth for the position in this Order, the Commission may, upon notice to Dakota Access and the public liaison officer, take action to remove the public liaison officer.

7. Dakota Access shall submit quarterly progress reports to the Commission that summarize the status of land acquisition and route finalization, the status of construction, the status of environmental control activities, including permitting status and Facility Response Plan and Integrity Management Plan development, and any other plan required pursuant to PHMSA regulations, the implementation of the other measures required by these conditions, and the overall percent of physical completion of the project and design changes of a substantive nature. Each report shall include a summary of consultations with the South Dakota Department of Environment and Natural Resources (SDDENR) and other agencies concerning the issuance of permits. The reports shall list dates, names, and the results of each contact and the company's progress in implementing prescribed construction, land restoration, environmental protection, emergency response and integrity management regulations, plans, and standards. The first report shall be due for the period ending March 31, 2016. The reports shall be filed within 31 days after the end of each quarterly period and shall continue until the project is fully operational. Once known, Dakota Access shall inform the Commission of the date construction will commence.

8. Continuing until landowner reclamation is complete, Dakota Access's public liaison officer shall report quarterly to the Commission on the status of the Project from his/her independent vantage point. The report shall detail

problems encountered and complaints received. The liaison officer shall collect all reports generated per Condition 13 and provide them to the Commission or Commission Staff upon request.

For the period of three years following completion of construction, Dakota Access shall report to the Commission annually on the status of road repairs, road reconstruction, and any problems or issues occurring during the course of the year.

9. Not later than two months prior to construction, Dakota Access shall commence a program of contacts with state, county, and municipal emergency response, law enforcement, and highway, road, and other infrastructure management agencies serving the Project area in order to educate such agencies concerning the planned construction schedule and the measures that such agencies should begin taking to prepare for construction impacts and the commencement of project operations.

10. Dakota Access shall conduct a preconstruction conference prior to the commencement of construction to ensure that Dakota Access, and its contractors, fully understand the conditions set forth in this order. At a minimum, the conference shall include a Dakota Access representative, Dakota Access's construction supervisor, and Commission Staff.

III. Construction

11. Except as otherwise provided in the conditions of this Order and Permit, Dakota Access shall comply with all mitigation measures set forth in the Stormwater Pollution Prevention Plan, and Appendices, Agricultural Impact Mitigation Plan, Horizontal Directional Drill Contingency Plan, and Blast Plan as set forth in DAPL-5. If modifications to a plan are made by Dakota Access as it refines its construction plans or are required by any federal or state agency, the plan as so modified shall be filed with the Commission and shall be complied with by Dakota Access.

12. The probability of Dakota Access encountering karst features is low. However, if voids or other signs of karst topography are found during construction, Dakota Access shall conduct further site-specific evaluations by a qualified geologist or geotechnical engineer to provide input on mitigation measures. Dakota Access shall complete site-specific mitigation measures on a case by case basis for each karst feature encountered during construction. Any site specific mitigation plans completed for a karst feature shall be submitted to the Commission for review.

13. Dakota Access shall record and keep the following information: (i) landowner concerns or requests which differ from the Agricultural Impact Mitigation Plan, (ii) an indication of how Dakota Access responded to any such landowner requests, (iii) environmental compliance concerns with regard to the Commission order or other law, rule, or regulation, (iv) unique reclamation activities based on landowner request or field factors such as problematic soils, large weed plots, or other such unanticipated conditions, (v) any action items as ordered, directed, or recommended by the environmental inspector.

14. Dakota Access will coordinate all utility crossings in good faith with existing operators and will follow all One Call Procedures.

15. Prior to construction, Dakota Access shall consult with the South Dakota Department of Agriculture, the Natural Resources Conservation Service (NRCS), and local county officials to develop specific plans for the following: proper seed mix for pasture areas, identification of areas of noxious weed concern, and to develop control methods for those areas of noxious weed concern. Dakota Access shall conduct analytical soil probing and/or soil boring and analysis in areas of particularly sensitive soils where reclamation potential is low. Dakota Access shall identify soils for which alternative handling methods are recommended. Dakota Access shall adequately identify and plan for areas susceptible to erosion and any areas with low reclamation potential. Records regarding these analyses, identifications, and plans shall be recorded and made available to the Commission and the affected property owner upon request.

16. Dakota Access shall provide each landowner with an explanation regarding trenching and topsoil and subsoil/rock removal, segregation, and restoration method options for the landowner's property, a written explanation of the option for complete topsoil segregation, a copy of the Agricultural Impact Mitigation Plan, and a copy of the Order and Conditions. Dakota Access shall follow the landowner's selected preferences as documented on any written agreements with the landowner, as modified by any subsequent amendments, or by other written agreements. Dakota Access shall take the following steps to mitigate reclamation challenges and assure proper reclamation occurs:

a) Dakota Access shall separate and segregate topsoil from subsoil in all areas where excavation occurs, as provided in the Agricultural Impact Mitigation Plan. If it is discovered during excavation that the topsoil depth is greater than 12 inches, Dakota Access shall inform the landowner of the actual depth of topsoil and afford the landowner the options of either stripping the entire depth of the topsoil or the 12 inches as set forth in the Agricultural Impact Mitigation Plan.

b) Dakota Access shall repair any damage to property that results from construction activities.

c) Dakota Access shall restore all areas disturbed by construction to their preconstruction condition, including their original preconstruction topsoil, vegetation, elevation, and contour, or as close thereto as is feasible, except as is otherwise agreed to by the landowner in writing.

d) Except where practicably infeasible, final grading and topsoil replacement and installation of permanent erosion control structures shall be completed in non-residential areas within 20 days after backfilling the trench. In the event that seasonal or other weather conditions, extenuating circumstances, or unforeseen developments beyond Dakota Access' control cause delay, temporary erosion controls shall be maintained until conditions allow completion of cleanup and reclamation. In the event Dakota Access cannot comply with the 20-day time frame as provided in this Condition, Dakota Access shall give notice of such fact to all affected landowners, and such notice shall include an estimate of when such restoration is expected to be completed.

e) Dakota Access shall draft specific crop monitoring protocols for agricultural lands. If requested by the landowner, Dakota Access shall provide an independent crop monitor to conduct yield testing and/or such other measurements of productivity as the independent crop monitor shall deem appropriate. The

independent monitor shall be a qualified agronomist, rangeland specialist, or otherwise qualified with respect to the species to be restored. The protocols shall be filed with the Commission and shall be evaluated for adequacy in response to a complaint or otherwise. If the landowner foregoes the opportunity to use the independent crop monitor provided by Dakota Access, the landowner retains the right to use an independent crop monitor of the landowner's choosing and at the landowner's own cost.

f) Dakota Access shall work closely with landowners, NRCS, and county governments in planning for noxious weed control. Landowner permission shall be obtained before the application of herbicides.

g) Throughout the construction duration, Dakota Access shall employ weed control measures as soon as reasonably practical and immediately when noxious weeds are observed to mitigate weeds on the temporary soil piles and within the construction right-of-way. To implement this additional weed control mitigation, the environmental inspector or agricultural inspector should be capable of identifying multiple species of weeds at a number of life stages, and be able to recommend and implement weed control measures early enough in the life cycle of the weed species in question to minimize or prevent the plant from setting seeds.

h) Section 6n of the Agricultural Impact Mitigation Plan regarding wet conditions shall apply to improved hayland and pasture lands in addition to crop lands.

i) The size, density, and distribution of rock within the construction right-of-way following reclamation shall be similar to adjacent undisturbed areas. Dakota Access shall treat rock that cannot be backfilled within or below the level of the natural rock profile as construction debris and remove it for disposal offsite except when the landowner agrees to the placement of the rock on the landowner's property in writing. In such case, the rock shall be placed in accordance with the landowner's directions.

j) Dakota Access shall employ adequate measures to de-compact subsoil as provided in its Agricultural Impact Mitigation Plan. Dakota Access shall conduct compaction testing of areas on and off the construction right-of-way, using a penetrometer or other equivalent measuring device, to provide an adequate means of determining whether such measures have reduced compaction to levels similar to adjacent sections of cropland undisturbed by construction. Topsoil shall be de-compacted if requested by the landowner.

k) Dakota Access shall monitor and take appropriate mitigative actions as necessary to address salinity issues when dewatering the trench, and field conductivity and/or other appropriate constituent analyses shall be performed prior to disposal of trench water in areas where salinity may be expected. Dakota Access shall notify landowners prior to any discharge of saline water on their lands or of any spills of hazardous materials on their lands of one pint or more or of any lesser volume which is required by any federal, state, or local law or regulation or product license or label to be reported to a state or federal agency, manufacturer, or manufacturer's representative.

l) Dakota Access shall follow the Stormwater Pollution Prevention Plan. On site modifications shall be approved by the environmental inspector, documented by the inspector, and filed with the Commission.

m) Dakota Access shall apply mulch when reasonably requested by landowners and also wherever necessary following seeding to stabilize the soil surface and to reduce wind and water erosion.

n) Dakota Access shall reseed all impacted vegetated land, excluding commodity or row crops. This is intended to include, but is not limited to a reseeding of all pasture, hay, and native species areas with comparable seed or native species mix to be approved by landowner, in writing. Cropland shall be seeded with cover crops consistent with the Agricultural Impact Mitigation Plan. Dakota Access shall actively monitor revegetation on all disturbed areas for at least two years.

o) Dakota Access shall coordinate with landowners regarding their desires to protect cattle, shall implement protective measures as are reasonably requested by the landowner, and shall adequately compensate the landowner for any loss.

p) Prior to commencing construction, Dakota Access shall file with the Commission a confidential list of property owners crossed by the pipeline and update this list if route changes during construction result in property owner changes.

q) Dakota Access shall, and shall cause its contractor to, equip each of its vehicles used in pre-construction or construction activities, including off road vehicles, with a hand held fire extinguisher, portable compact shovel, and communication device such as a cell phone, in areas with coverage, or a radio capable of achieving prompt communication with Dakota Access's fire suppression resources and emergency services.

r) Temporary sediment barriers shall remain in place until the permanent revegetation coverage has reached a minimum of 70 percent cover as compared to similar cover in an adjacent area that is undisturbed by construction. This includes a comparative presence of noxious species such that the presence of noxious species shall not be more dominant on the revegetated area when compared to the adjacent undisturbed lands.

17. Dakota Access shall implement the following sediment control practices:

a) Dakota Access shall use floating sediment curtains to maintain sediments within the construction right-of-way in open water bodies with no or low flow when the depth of non-flowing water exceeds the height of straw bales or silt fence installation. In such situations the floating sediment curtains shall be installed as a substitute for straw bales or silt fence along the edge or edges of each side of the construction right-of-way that is underwater at a depth greater than the top of a straw bale or silt fence.

b) Dakota Access shall install sediment barriers in the vicinity of delineated wetlands and water bodies as outlined in the SWPPP regardless of the presence of flowing or standing water at the time of construction.

c) Dakota Access should consult with South Dakota Game, Fish and Parks (SDGFP) to avoid construction near water bodies during fish spawning periods in which in-stream construction activities should be avoided to limit impacts on specific fisheries, if any, with commercial or recreational importance.

18. Dakota Access shall comply with the following conditions regarding construction across or near wetlands, water bodies, and riparian areas:

a) Unless a wetland is actively cultivated or rotated cropland or unless site specific conditions require utilization of Dakota Access's proposed 85 foot width and the landowner has agreed to such greater width, the width of the construction right-of-way shall be limited to 75 feet in non-cultivated wetlands, unless a different width is approved or required by the United States Army Corps of Engineers.

b) Unless a wetland is actively cultivated or rotated cropland, extra work areas shall be located at least 50 feet away from wetland boundaries except where site-specific conditions render a 50-foot setback infeasible. Extra work areas near water bodies shall be located at least 50 feet from the water's edge, except where the adjacent upland consists of actively cultivated or rotated cropland or other disturbed land or where site-specific conditions render a 50-foot setback infeasible. Clearing of vegetation between extra work space areas and the water's edge shall be limited to the construction right-of-way.

c) Water body crossing spoil, including upland spoil from crossings of streams up to 30 feet in width, shall be stored in the construction right of way at least 10 feet from the water's edge or in additional extra work areas and only on a temporary basis.

d) Temporary in-stream spoil storage in streams greater than 30 feet in width shall only be conducted in conformity with any required federal permit(s) and any applicable federal or state statutes, rules, and standards.

e) Wetland and water body boundaries and buffers shall be marked and maintained until ground disturbing activities are complete. Dakota Access shall maintain 15-foot buffers where practicable, which for stream crossings shall be maintained except during the period of trenching, pipe laying, and backfilling the crossing point. Buffers shall not be required in the case of non-flowing streams.

f) Best management practices shall be implemented to prevent heavily silt-laden trench water from reaching any wetland or water body directly or indirectly.

g) Erosion control fabric shall be used on water-body banks immediately following final stream bank restoration unless riprap or other bank stabilization methods are utilized in accordance with federal or state permits.

h) The use of raw timber and slash to support equipment crossings of wetlands shall be avoided.

i) Subject to Condition 3.5, vegetation restoration and maintenance adjacent to water bodies shall be conducted in such manner to allow a riparian strip at least 30 feet wide as measured from the water body's mean high water mark to permanently re-vegetate with native plant species across the entire construction right-of-way.

19. Dakota Access shall cover open-bodied dump trucks carrying sand or soil while on paved roads and cover open-bodied dump trucks carrying gravel or other materials having the potential to be expelled onto other vehicles or persons while on all public roads.

20. Dakota Access shall position water trucks on gravel roads, for dust control, where conditions warrant.

21. Dakota Access shall require that its primary contractor ensure that all construction equipment is properly tuned and maintained and that idling be minimized during construction.

22. Dakota Access shall use its best efforts to not locate fuel storage facilities within 200 feet of private wells and 400 feet of municipal wells and shall minimize and exercise vigilance in refueling activities in areas within 200 feet of private wells and 400 feet of municipal wells.

23. If trees are to be removed that have commercial or other value to affected landowners, Dakota Access shall compensate the landowner for the fair market value of the trees to be cleared and/or allow the landowner the right to retain ownership of the felled trees.

24. Dakota Access shall develop frac-out plans specific to areas in South Dakota where horizontal directional drilling will occur and file the plans with the Commission. The plan shall be followed in the event of a frac-out. If a frac-out event occurs, Dakota Access shall notify the Commission and all government agencies including but not limited to SDDENR as required by the plan and state and federal law.

25. Dakota Access shall comply with the following conditions regarding road protection and bonding:

a) Dakota Access shall coordinate road closures with state and local governments and emergency responders and shall acquire all necessary permits authorizing crossing and construction use of state, county and township roads.

b) Dakota Access shall implement a regular program of road maintenance and repair through the active construction period to keep paved and gravel roads in an acceptable condition for residents and the general public.

c) Prior to their use for construction, Dakota Access shall videotape those portions of all roads which will be utilized by construction equipment or transport vehicles in order to document the pre-construction condition of such roads.

d) After construction, Dakota Access shall repair and restore, or compensate governmental entities for the repair and restoration of, any deterioration caused by construction traffic, such that the roads are returned to at least their preconstruction condition.

e) Dakota Access shall use appropriate preventative measures as needed to prevent damage to paved roads and to remove excess soil or mud from such roadways.

f) Pursuant to SDCL 49-41B-38, Dakota Access shall obtain and file for approval by the Commission prior to construction in such year a bond in the amount of \$24 million, including any additional period until construction and repair has been completed, to ensure that any damage beyond normal wear to public roads, highways, bridges or other related facilities will be adequately restored or compensated. Such bond shall be issued in favor of, and for the benefit of, all such townships, counties, and other governmental entities whose property is crossed by the Project. The bond shall remain in effect until released by the Commission, which release shall not be unreasonably denied following completion of the construction and repair period. Dakota Access shall give notice of the existence and amount of these bonds to all counties, townships, and other governmental entities whose property is crossed by the Project.

g) All pre-existing roads and lanes used during construction must be restored to at least their pre-construction condition that will accommodate their previous use, and areas used as temporary roads during construction must be restored to their original condition, except as otherwise requested or agreed to by the landowner or any governmental authority having jurisdiction over such roadway.

h) Dakota Access shall, prior to any construction, file with the Commission a list identifying private and new access roads that will be used or required during construction and file a description of methods used by Dakota Access to reclaim those access roads.

26. In those areas where the Project passes within 500 feet of a residence or farmstead building:

a) To the extent feasible, Dakota Access shall coordinate construction work schedules with affected residential landowners prior to the start of construction in the area of the residences.

b) Dakota Access shall maintain access to all residences at all times except as otherwise agreed between Dakota Access and the occupant.

c) Dakota Access shall install temporary safety fencing, when reasonably requested by the landowner or occupant, to control access and minimize hazards associated with an open trench and heavy equipment in a residential area.

d) Dakota Access shall notify affected residents in advance of any scheduled disruption of utilities and limit the duration of such disruption.

e) Dakota Access shall repair any damage to property that results from construction activities.

f) Dakota Access shall separate topsoil from subsoil and restore all areas disturbed by construction to at least their preconstruction condition.

g) Except where practicably infeasible, final grading and topsoil replacement, installation of permanent erosion control structures, and repair of fencing and other structures shall be completed in residential

areas within 14 days after backfilling the trench. In the event that seasonal or other weather conditions, extenuating circumstances, or unforeseen developments beyond Dakota Access's control prevent compliance with this time frame, temporary erosion controls and appropriate mitigative measures shall be maintained until conditions allow completion of cleanup and reclamation.

h) When reasonably requested by a landowner, Dakota Access shall evaluate the use of a chemical dust suppressant. If Dakota Access determines the use of a chemical dust suppressant is not feasible, the company shall notify the landowner of its decision and reason.

27. Construction must be suspended when weather conditions are such that construction activities will cause irreparable damage, unless adequate protection measures approved by the Commission are taken. At least two months prior to the start of construction in South Dakota, Dakota Access shall file with the Commission and provide to the landowners an adverse weather land protection plan containing appropriate adverse weather land protection measures, the conditions in which such measures may be appropriately used, and conditions in which no construction is appropriate.

28. Reclamation and clean-up along the right-of-way must be continuous and coordinated with ongoing construction.

29. If construction, reclamation, and final stabilization will not be completed prior to winter weather, Dakota Access shall put in place a winter stabilization plan to stabilize conditions for reclamation the following spring. The plan shall be filed with the Commission and provided to landowners upon completion of the plan.

30. Numerous Conditions of this Order relate to construction and its effects upon affected landowners and their property. Dakota Access may encounter physical conditions along the route during construction which make compliance with certain of these Conditions infeasible. If, after providing a copy of this order, including the Conditions, to the landowner, Dakota Access and landowner agree in writing to modifications of one or more requirements specified in these conditions, Dakota Access may follow the alternative procedures and specifications agreed to between it and the landowner.

31. Dakota Access shall contract with an independent third-party, approved by the Commission, to monitor compliance with this permit. More specifically, prior to construction, Dakota Access shall file with the Commission its proposed third-party monitor's credentials, which shall include the individual's name, qualifications, and a description of how Dakota Access proposes for the selected individual to monitor for compliance. After the third-party monitor has been approved by the Commission, the third-party monitor may not be removed by Dakota Access without approval of the Commission. If the Commission determines that the third-party monitor has not been adequately performing the duties set forth for the position in this Order, the Commission may, upon notice to Dakota Access and the third-party monitor, take action to remove the third-party monitor. At least 30 days prior to construction, Dakota Access shall file with the Commission a plan that will be developed jointly with the selected third-party monitor. The plan will outline the specific terms and conditions of the third-party monitoring program that will include a minimum of the following considerations:

a) The third-party monitor will be paid for by Dakota Access, but will report directly to the Commission.

b) The third-party monitor will work directly with the Public Liaison Officer, the Dakota Access Environmental Inspectors, and Agricultural Inspectors to ensure compliance with the various conditions of the permit. In the event of a noncompliance, the monitor will have the obligation to timely notify Dakota Access via the Environmental or Agricultural Inspector so as Dakota Access can take the appropriate action to mitigate or correct the noncompliance. Should the third-party monitor report any noncompliance to the Commission or Staff, the report shall simultaneously be shared with Dakota Access.

c) The third-party monitor will have direct access to the company construction manager, project manager, or other company management staff and will have the ability to communicate any noncompliance issues or concerns that are not addressed or mitigated by the Environmental or Agricultural Inspectors.

d) This condition will not include the monitoring of laws or processes that are otherwise under the inspection or jurisdiction of a different agency such as the USACE, USFWS, or PHMSA. The monitor will not inspect report on any technical design standard or requirement pursuant to 49 CFR Parts 194 and 195. However, should Dakota Access be notified in advance of a compliance inspection to be conducted by any regulatory agency, Dakota Access shall notify the third-party monitor of the inspection date, time, and location and afford the third-party monitor the opportunity to participate in the inspection for the purpose of submitting a summary report of the inspection to the Commission.

e) The third-party monitor's contractual monitoring obligations to the Commission will require them to begin their monitoring responsibilities with the onset of mainline construction activities and will end at the conclusion of initial reclamation activities.

f) The third-party monitor will comply with all Dakota Access safety requirements. This includes the obligation to safely work, travel, and traverse within the limits of the construction work area and will be subject to Dakota Access safety standards and processes at all times, under no exceptions. The third-party monitor must comply with all access points, travel restrictions within the construction work areas, and any special conditions or safety exclusion areas throughout the duration of construction. The third-party monitor must comply with all local, state, and federal laws and regulations.

g) The monitor will not have any stop work authority.

h) The third-party monitor shall prepare a report to the Commission or Staff as determined by the Commission that will include, at a minimum, the work areas that were monitored, any concerns, noncompliances, any remediation or mitigation measures employed to ensure compliance with the various conditions of the permit, any additional steps to correct or remedy a noncompliance, and a list of any areas of concerns.

IV. Pipeline Operations, Detection, and Emergency Response

32. Dakota Access shall construct and operate the pipeline in the manner described in the application and at the hearing, including in Dakota Access's exhibits, in accordance with DOT's PHMSA regulations, and in accordance with the conditions of this permit and the conditions of this Order and the construction permit granted herein.

33. Dakota Access shall require compliance by its shippers with its crude oil specifications in order to minimize the potential for internal-corrosion.

34. Dakota Access's obligation for reclamation and maintenance of the right-of-way shall continue throughout the life of the pipeline. In its surveillance and maintenance activities, Dakota Access shall, and shall cause its contractor to, equip each of its vehicles, including off-road vehicles, with a hand held fire extinguisher, portable compact shovel, and communication device such as a cell phone, in areas with coverage, or a radio capable of achieving prompt communication with emergency services.

35. In accordance with 49 C.F.R. 195, Dakota Access shall continue to evaluate and perform assessment activities regarding high consequence areas. Prior to Dakota Access commencing operation, all unusually sensitive areas as defined by 49 CFR 195.6 that may exist, whether currently marked on DOT's HCA maps or not, should be identified and added to the Facility Response Plan and Integrity Management Plan. In its continuing assessment and evaluation of environmentally sensitive and high consequence areas, Dakota Access shall seek out and consider local knowledge, including the knowledge of the South Dakota Geological Survey, the Department of Game Fish and Parks and local landowners and governmental officials.

36. Prior to putting the Dakota Access Pipeline into operation, Dakota Access shall prepare, file with PHMSA, and implement a facility response plan as required under 49 CFR 194. Dakota Access shall also prepare and implement a set of written procedures for conducting normal operations and maintenance activities and handling abnormal operations and emergencies as required under 49 CFR 195.402. Dakota Access shall also prepare and implement a written integrity management program in the manner and at such time as required under 49 CFR 195.452.

At such time as Dakota Access files its Facility Response Plan and Integrity Management Plan with PHMSA or any other state or federal agency, it shall also file such documents with the Commission. The Commission's confidential filing rules found at ARSD 20:10:01:41 may be invoked by Dakota Access with respect to such filings to the same extent as with all other filings at the Commission. If information is filed as "confidential," any person desiring access to such materials or the Staff or the Commission may invoke the procedures of ARSD 20:10:01:41 through 20:10:01:43 to determine whether such information is entitled to confidential treatment and what protective provisions are appropriate for limited release of information found to be entitled to confidential treatment.

37. To facilitate periodic aerial patrol pipeline leak surveys during operation of the facilities in wetland and riparian areas, a minimum corridor of 30 feet centered on the pipeline centerline (15 feet on either side), shall be maintained in an herbaceous state. Trees within the corridor greater than 15 feet in height may be selectively cut and removed from the permanent right-of-way.

V. Environmental

38. Except to the extent waived by the owner or lessee in writing or to the extent the noise levels already exceed such standard, the noise levels associated with Dakota Access's pump station and other noise-producing facilities will not exceed the LDN=55dba standard at the nearest occupied, existing residence, office, hotel/motel or non-industrial business not owned by Dakota Access. The point of measurement will be within 100 feet of the

residence or business in the direction of the pump station or facility. Post-construction operational noise assessments will be completed by an independent third-party noise consultant, approved by the Commission, to show compliance with the noise level at each pump station or other noise-producing facility. The noise assessments will be performed in accordance with applicable American National Standards Institute standards. The results of the assessments will be filed with the Commission. In the event that the noise level exceeds the limit set forth in this condition at any pump station or other noise producing facility, Dakota Access shall promptly implement noise mitigation measures to bring the facility into compliance with the limits set forth in this condition and shall report to the Commission concerning the measures taken and the results of post-mitigation assessments demonstrating that the noise limits have been met.

39. At the request of any landowner or public water supply system that offers to provide the necessary access to Dakota Access over his/her property or easement(s) to perform the necessary work, Dakota Access shall replace at no cost to such landowner or public water supply system, any polyethylene water piping located within 500 feet of the Project with piping that is resistant to permeation by BTEX. Dakota Access shall not be required to replace that portion of any piping that passes through or under a basement wall or other wall of a home or other structure. At least 45 days prior to commencing construction, Dakota Access shall publish a notice in each newspaper of general circulation in each county through which the Project will be constructed advising landowners and public water supply systems of this condition.

40. DAPL shall comply with all applicable state and federal laws pertaining to the protection of sensitive species, including the Endangered Species Act, Migratory Bird Treaty Act, and Bald and Golden Eagle Protection Act, as well as the Programmatic Biological Opinion for the Issuance of Selected Nationwide Permits Impacting the Topeka Shiner in South Dakota. The U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service will determine the scope of DAPL's compliance with such laws and the Biological Opinion. Any correspondence received from U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service shall also be filed with the Commission.

41. Dakota Access shall keep a record of drain tile system information throughout planning and construction, including pre-construction location of drain tiles. Location information shall be collected using a sub-meter accuracy global positioning system where available, or where not available by accurately documenting the pipeline station numbers of each exposed drain tile. Dakota Access shall maintain the drain tile location information and tile specifications and incorporate it into its Facility Response and Integrity Management Plans where drains might be expected to serve as contaminant conduits in the event of a release. If drain tile relocation is necessary, Dakota Access shall work directly with the landowner to determine proper location and slope. The location of permanent drain tiles shall be noted on as-built maps. Qualified drain tile contractors and/or persons shall be employed to repair drain tiles. Dakota Access shall be responsible for repairing or replacing all damaged and disturbed drain tile in a manner that maintains the full integrity, function, and original slope of the drain tile. Dakota Access shall be responsible for making additional repairs or replacement should any drain tile cease to function properly because of the pipeline construction or operation.

42. Waterbody crossing methods shall be determined prior to construction of each particular water body crossing, as a best management practice. The purpose of this requirement is to allow the construction contractor

to plan ahead for the right equipment at the right locations and times, and provide Dakota Access's environmental inspectors sufficient time and ability to advise the contractor regarding potential changes to the planned crossing method based on field conditions.

VI. Cultural Resources

43. Dakota Access shall follow the "Unanticipated Discoveries Plan," as reviewed and approved by the State Historical Preservation Office ("SHPO"). If during construction, Dakota Access or its agents discover what may be an archaeological resource, cultural resource, historical resource, or gravesite, Dakota Access or its contractors or agents shall immediately cease work at that portion of the site and follow the "Unanticipated Discoveries Plan." Dakota Access will notify the landowner of any unanticipated discovery. If the unanticipated discovery is of such a nature that a materially different route than that approved by the Commission is required, Dakota Access shall obtain Commission approval for the new route before proceeding with any further construction. Dakota Access shall be responsible for any costs that the landowner is legally obligated to incur as a consequence of the disturbance of a protected cultural resource as a result of Dakota Access's construction or maintenance activities.

44. Dakota Access shall provide and/or work with the lead Federal agency to provide data, avoidance plans, or mitigation plans to the SHPO that are agreed to for areas that are subject to jurisdiction under the National Historic Preservation Act. In the event archaeological resources are identified outside of Federal jurisdictional areas where the National Historic Preservation Act applies, Dakota Access shall provide SHPO any data, avoidance, or mitigation plans that are agreed upon or approved for release from the landowners for archaeological resources that have the potential to be or that have been listed as eligible for listing on the National Register of Historic Places.

45. Dakota Access shall have access to a certified archeologist in order to facilitate the training, identification, handling, and impact mitigation of archeological resources, cultural resources, historical resources, or gravesites encountered during construction of the pipeline.

VII. Enforcement and Liability for Damage

46. Dakota Access shall repair or replace all property removed or damaged during all phases of construction and operation of the proposed transmission facility, including but not limited to, all fences, gates and utility, water supply, irrigation, or drainage systems. Dakota Access shall compensate the owners for damages or losses that cannot be fully remedied by repair or replacement, such as lost productivity and crop and livestock losses, loss of organic certification, or loss of value to a paleontological resource damaged by construction or other activities.

47. In the event that a person's well is contaminated as a result of construction or pipeline operation, Dakota Access shall pay all costs associated with finding and providing a permanent water supply that is at least of similar quality and quantity, and any other related damages, including but not limited to any consequences, medical or otherwise, related to water contamination.

48. Any damage that occurs as a result of soil disturbance on a person's property resulting from the construction or operations of Dakota Access shall be paid for by Dakota Access.

49. Dakota Access shall compensate the landowner for crop and pasture loss beyond the scheduled three years, if it is shown that Dakota Access caused the extended crop or pasture loss.

50. No person will be held responsible for a pipeline leak that occurs as a result of his/her normal farming practices over the top of or near the pipeline.

51. Dakota Access shall pay commercially reasonable costs and indemnify and hold the landowner harmless for any loss, damage, claim, or action resulting from Dakota Access's use of the easement, including any resulting from any release of regulated substances or from abandonment of the facility, except to the extent such loss, damage claim, or action results from the gross negligence or willful misconduct of the landowner or its agents.

52. The Commission's complaint process as set forth in ARSD 20:10:01 shall be available to landowners, other persons sustaining or threatened with damage or the consequences of Dakota Access's failure to abide by the conditions of this permit, or otherwise having standing to obtain enforcement of the conditions of this Order and Permit.

VIII. STIPULATED CONDITIONS WITH THE CITY OF SIOUX FALLS

53. The portion of the Dakota Access pipeline to be installed parallel to the west side of the Landfill, as presently proposed, would be subject to the standard conditions imposed by the Commission (including the conditions set forth in the Mahmoud Rebuttal testimony), except as specifically noted herein, and is also subject to the following conditions.

54. Dakota Access pipeline installation must be undertaken safely at appropriate depths and locations relative to the existing and future Landfill features and fixtures, so neither the installation nor the maintenance permanently damages Landfill property or temporarily damages Landfill property beyond that authorized by the City in easement(s).

55. Dakota Access may not install or maintain its pipeline in such a way as to obstruct or impede Landfill workers or customers from entering and using the Landfill for disposal of solid waste, unless specifically authorized by the City.

56. Dakota Access is responsible for locating and avoiding or protecting the Landfill monitoring well and gas pipeline during construction, including contacting One-Call.

57. Before commencing any construction on the Landfill property, Dakota Access must place barricades so as to protect against damage or intrusion into the immediate area of the Sioux Falls groundwater monitoring well located near the northwest corner of the Landfill. Dakota Access must maintain the barricades throughout construction. If the Landfill monitoring well is damaged by Dakota Access at any time, Dakota Access must pay for any repair or replacement and must cooperate with Sioux Falls and regulatory authorities regarding any additional sampling and testing of groundwater that may be required in the interim.

58. If petroleum is identified in the Landfill monitoring well in the northwest corner of the Landfill property at any time following installation and the initial use of the pipeline, then Dakota Access must cooperate with Sioux Falls

and regulatory authorities regarding additional testing. If the City undertakes further testing to determine the source of the petroleum or oil and the tests show the petroleum or oil is attributable to the Dakota Access pipeline, Dakota Access pipeline will reimburse the City for the testing that the City has undertaken in that regard. If the DENR requires additional groundwater monitoring wells to detect and monitor the extent of Dakota Access's contribution to petroleum at this site, Dakota Access will pay the costs of installing such additional monitoring wells. Further, if petroleum from the Dakota Access pipeline infiltrates the Landfill monitoring well such that the landfill monitoring well malfunctions or can no longer be reliably used as part of the Landfill leachate detection system, Dakota Access will pay for repair or replacement of the groundwater monitoring well as recommended by the DENR. The City is not obligated to undertake any testing or other regulatory requirements that are properly the responsibility of Dakota Access.

59. Dakota Access and its Contractor(s) must follow all applicable safety regulations during installation and operation of the pipeline.

60. If Dakota Access disturbs any soil or vegetation on the Landfill property, it is responsible for all costs in restoring such areas to pre-disturbance level.

61. Dakota Access shall not, except as otherwise agreed upon by the parties (e.g., condition 62), park, store, drive on, or use trucks or other construction equipment in any way on the surface above the Landfill gas pipeline and shall not disturb any valves or other appurtenances for the Landfill gas pipeline, expressly authorized by Sioux Falls.

62. Dakota Access may place spoils on the surface of the ground above the Landfill gas pipeline during construction, but must remove the spoils upon installation and completion of the pipeline. Such storage and use of the surface includes driving across and on the surface above the Landfill gas pipeline, but such use is (a) limited to pickups, skid steers, and similar light equipment as the landfill gas pipeline lies along the west side of the landfill, and (b) as agreed by the Landfill Manager for the area where the Dakota Access pipeline will cross under the City's Landfill gas pipeline. Dakota Access shall take all necessary precautions when working on top of or crossing the Landfill gas pipeline.

63. Although 49 CFR Part 195 requires oil pipelines to be installed at least 30 inches below the surface in areas absent solid rock, Dakota Access has agreed to install its pipeline with the top at least four feet below the surface or as agreed upon in the easement conditions.

64. Dakota Access will cross the City's Landfill gas pipeline on the south side of 268th street near the Landfill. The Dakota Access pipeline must be installed under the Landfill gas pipeline at the proposed intersection with at least two feet of clearance between the Landfill gas pipeline and the Dakota Access pipeline. At this location, Dakota Access is allowed to cross the pipeline with its equipment and will employ necessary protection techniques to avoid impacts to the Landfill gas pipeline, as agreed upon by the Landfill manager.

65. Dakota Access must install its pipeline at sufficient depth (to be determined and agreed upon before construction) from the surface at three agreed upon locations to allow for haul roads/utility corridors to be

designed and designated by the City, with the precise locations to be designated by the City prior to the beginning of Dakota Access construction.

66. Dakota Access must pay all costs associated with installing or maintaining the pipeline so as to maintain the clearances between the Dakota Access pipeline and other structures owned or operated by the Landfill or City of Sioux Falls, as required by this Permit.

67. The Dakota Access pipeline must maintain the above stated clearances from the gas pipeline and haul road/utility corridor during the life of this permit, regardless of any alteration, repair, and replacement of the Dakota Access pipeline, or sections thereof, except as expressly authorized by the Commission.

68. Any fences removed by Dakota Access on the Landfill property must be replaced or relocated at Dakota Access's cost.

69. Dakota Access is responsible for the operation, repair, maintenance, replacement, or removal of its oil pipeline and associated appurtenances at no cost to the City of Sioux Falls.

70. The Conditions set forth herein are binding on all officers, agents, employees, assigns, lessees, and successors in interest of Dakota Access.



**FARM AND RANCH 2
BROAD FORM**

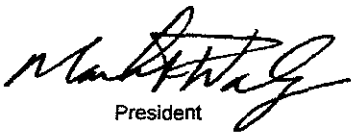
Non-Assessable Policy

AGREEMENT

We agree, for the term specified in the **Declarations** at 12:01 A.M. (Standard Time) at the location of the property described in the **Declarations**, to provide the insurance described in this policy. The coverages provided, the limits of **our** liability, and the premiums are shown on the **Declarations** of this policy. In return **you** will pay the premium and comply with all the terms of this policy.

You agree, by acceptance of this policy, that the statements in the application and in these **Declarations** are **your** statements and that they are true. **We** insure **you** on the basis that **your** statements are true. This policy contains all the agreements between **you** and **us** or any of **our** agents.

IN WITNESS WHEREOF, the Farmers Mutual Insurance Company of Nebraska has caused this policy to be signed by its President and Secretary at Lincoln, Nebraska.


President


Secretary

TABLE OF CONTENTS

Declarations Page:

Your Name

Location of Property Insured

Coverages and Limits of Liability

Deductibles

	Page No.
Agreement	1
Definitions	3
Section I – Dwelling and Personal Property	
Coverage A – Dwelling	4
Coverage B – Personal Property	4
Coverage C – Loss of Use	5
Coverage D – Additional Dwellings and Other Structures	5
Section I – Deductible	5
Section I – Additional Coverages	6
Section I – Perils Insured Against	7
Section I – Exclusions	8
Section II – Buildings and Fences	8
Section III – Mobile Agricultural Machinery and Equipment	9
Section IV – Scheduled Farm Personal Property	10
Section V – Blanket Farm Personal Property	12
Sections I, II, III, IV, and V – Additional Coverage	14
Sections I, II, III, IV, and V – Conditions	14
Sections II, IV, and V – Exclusions	16
Section VI – Farm and Personal Liability Protection	
Coverage L – Farm and Personal Liability	16
Coverage M – Medical Payments to Others	16
Coverage N – Damage to Property of Others	16
Coverage O – Death of Livestock on Public Highways	17
Coverage P – Family Medical Payments	17
Automatic Insurance for Newly-Acquired Farm Premises	17
Section VI – Additional Coverages	17
Section VI – Exclusions	17
Section VI – Conditions	19
General Policy Conditions	19
Mutual Policy Provisions	20

DEFINITIONS USED THROUGHOUT THIS POLICY

The terms below appear in bold type throughout this policy.

"Automobile" means a land motor vehicle, trailer, or semi-trailer; but does not include, except while being towed by or carried on an **automobile**, any of the following: any crawler or farm type tractor, farm implement, or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.

"Bodily Injury" means physical harm to the body, sickness or disease, and includes care, loss of services, and resulting death.

"Business" means:

- (a) a full or part time trade, profession, or occupation; or
- (b) the rental or holding for rental of any premises by an **insured person**.

But **"business"** does not mean:

- (c) **farming** or **custom farming**;
- (d) occasional rental or holding for rental of an **insured person's** residence for use as a dwelling;
- (e) rental or holding for rental of part of the **insured person's** residence for use as a dwelling, unless the rental is to three or more roomers or boarders;
- (f) rental or holding for rental of space in an **insured person's** residence as an office, school, or studio;
- (g) employment of an **insured person**, who is a minor, in newspaper delivery, lawn care, or baby-sitting;
- (h) rental or holding for rental of not more than three car spaces or stalls in garages or stables; or
- (i) volunteer activities in which no money is received except for reimbursement of expenses incurred to perform the activities.

"Custom Farming" means the use by an **insured person** of any farm tractor, farm implement, or other machinery in connection with **farming** operations for others, for a charge, or the sale of hybrid or other seed.

"Declarations" means the policy Declarations or any amended Declarations.

"Farm" includes all farm structures and residences thereon.

"Farm Employee" means an employee of an **insured person** whose duties are mainly in connection with ownership, maintenance, or use of the **insured premises** as a **farm** or one who performs similar duties elsewhere not related to the **business** of an **insured person**, and includes domestic employees and any person on the **insured premises** to perform reciprocal exchange labor for which there is no obligation to pay money.

"Farming" means the ownership, maintenance, or use of premises for the production of crops, or the raising or care of livestock, including all necessary operations. **"Farming"** also includes operation of roadside stands kept mainly for the sale of the **insured person's** farm products.

"Fungi" means any type or form of fungus, including mold, mildew, mycotoxins, spores, scents, or by-products produced or released by **fungi**. Under Section VI, this does not include any **fungi** that are a part of a good or product intended for consumption, whether on or contained in the good or product.

"Insured Person" means:

- (a) **you**;
- (b) **your** relatives residing in **your** household; or
- (c) any other person under the age of majority residing in **your** household who is in **your** care or the care of **your** relative residing in **your** household.

Under Section VI – Farm and Personal Liability Protection, **"insured person"** also means:

- (d) a person or organization legally responsible for animals or watercraft covered by this policy and owned by a person described in (a), (b), or (c). **We** will cover that person or organization only with respect to those animals or watercraft. **We** will not cover a person or organization:
 - (1) using or having custody of animals or watercraft in the course of **business** or without permission of the owners;
 - (2) who is acting in the capacity of agister or depasturer; or,
 - (3) who, for a fee, feeds or pastures livestock owned by a person described in (a), (b), or (c).
- (e) with respect to farm tractors and trailers and self-propelled or motor or animal drawn farm implements, a **farm employee** of a person described in (a), (b), or (c), while engaged in the employment of that person.

"Insured Premises" means:

- (a) the **farm** premises and **residence** premises described in the **Declarations**.

Under Section VI – Farm and Personal Liability Protection, **"insured premises"** also means:

- (b) any other premises acquired by **you** during the term of this policy which **you** intend to use as **your residence** premises;
- (c) the part of any other premises where **you** reside and which is shown on the **Declarations**;
- (d) the part of premises not owned by an **insured person** where an **insured person** may be temporarily residing or which an **insured person** may occasionally rent for non-**business** purposes;
- (e) vacant land (other than farmland) owned by or rented to an **insured person**;
- (f) cemetery plots or burial vaults owned by an **insured person**;
- (g) land on which a single or two family residence is being built for an **insured person**, if the land is owned by or rented to an **insured person**;
- (h) structures or grounds used by **you** in connection with **your residence** premises;
- (i) newly acquired premises as defined under AUTOMATIC INSURANCE FOR NEWLY-ACQUIRED FARM PREMISES; or
- (j) all access ways adjoining the **insured premises**.

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **bodily injury** or **property damage** neither expected nor intended by an **insured person**.

"Pollutants" means any solid, liquid, gaseous, or thermal irritants or contaminants, including smoking, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **"Pollutants"** also includes electrical or magnetic emissions, whether visible or invisible, and sound emissions.

"Property Damage" means physical injury to or destruction of tangible property, including loss of its use.

"Recreational land motor vehicle" means a motorized all terrain vehicle, mini truck, utility vehicle, low speed vehicle, amphibious vehicle, dune buggy, golf cart, snowmobile, minibike or trail bike, and any other motorized land vehicle designed for recreational use off public roads.

"Residence Premises" means the one or two family dwelling where **you** reside which is described in the **Declarations**, including the immediate grounds not used for **farming**.

"We", "us" and "our" mean Farmers Mutual Insurance Company of Nebraska.

"You" and "your" mean the Policyholder named in the **Declarations** and spouse if living in the same household.

SECTION I – DWELLING AND PERSONAL PROPERTY

INSURING AGREEMENT

We agree with you, in return for your premium payment, and subject to all the terms, provisions, and conditions of this policy, and endorsements attached to this policy, to insure the following items of property located on the **insured premises** which are listed on the **Declarations** under Section I with an amount of insurance shown.

COVERAGE A – DWELLING

We cover the building described as a dwelling on the **Declarations** page. The following items are also covered under Coverage A, if used in the service of the dwelling and located on the **insured premises**:

1. fuel supply tanks and fuel lines running to the dwelling;
2. domestic well motors and pumps;
3. electrical wiring from meter pole to the dwelling; and
4. storm windows and screens temporarily removed from the dwelling.

Coverage on driveways and sidewalks attached to the dwelling applies only to the portion that is on the **insured premises** and within 100 feet of the dwelling.

We also cover construction material at the **insured premises** for use in connection with the construction, alteration, or repair of the dwelling.

We do not cover outdoor radio or television equipment, including antennas and satellite dishes, under Coverage A.

COVERAGE B – PERSONAL PROPERTY

We cover personal property owned or used by an **insured person** anywhere in the world. Any personal property which is usually at an **insured person's** residence, other than the **residence premises**, is covered for up to 10% of the Coverage B limit, but not less than \$1,000. This limitation does not apply to personal property in a newly acquired principal residence for the first 30 days after you begin to move there from the prior **residence premises**, or during the time the property is moved from the **residence premises** to another residence you occupy while the damaged dwelling is being repaired or rebuilt following a covered loss that made it uninhabitable. This time period shall not extend beyond the termination of this policy. If the **residence premises** is the newly acquired principal residence, this limitation does not apply to property at your immediate prior **residence premises** for 30 days after the original effective date of this policy.

At your request, we will cover loss to personal property owned by others while such property is on the part of the **insured premises** occupied exclusively by an **insured person**. At your request, we will also cover loss to personal property of a houseguest in any residence of an **insured person**.

We do not cover:

1. Farm personal property.
2. Land motorized vehicles, including engines, tires, parts, equipment, and accessories.
We do cover motorized vehicles, except for **recreational land motor vehicles**, not subject to motor vehicle registration which are:
(a) used primarily to service an **insured person's residence premises**; or
(b) designed for assisting the handicapped.
Recreational land motor vehicles not subject to motor vehicle registration are covered if:
(c) used solely to service an **insured person's residence premises**; or
(d) designed for assisting the handicapped.
3. Any device or instrument for transmitting, recording, receiving, or reproduction of sound or pictures which is in or upon and designed to be operated solely by the power from the electrical system of a motorized vehicle, including accessories, antennas, tapes, wires, records, discs, or other media for use with such devices or instruments.
4. Animals, birds, or fish.
5. Aircraft and parts. We do cover model airplanes not used or designed for transporting cargo or persons.
6. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle, and includes, but is not limited to, flare craft and air cushion vehicles.
7. Property of roomers and boarders not related to an **insured person**, or property of tenants.
8. Property rented or held for rental to others while it is off the **insured premises**.
9. **Business** data contained in books of account, drawings, paper records, or computer programs, and media in the form of magnetic tape, disc packs, paper tapes, cards, or floppy discs. We will cover the cost of blank or unexposed records and media.
10. Credit cards or fund transfer cards except as provided in Additional Coverages.
11. Property specifically described and insured by this or any other insurance.

SPECIAL LIMITS ON CERTAIN PROPERTY

Special limits apply to the following groups of personal property. These limits do not increase the amount of insurance under Coverage B. The limit of insurance for each group is the maximum we will pay for any one **occurrence** for all property included in the group.

Limit	Personal Property Groups
1. \$ 250	Money, meaning currency, coins, and bank notes in current use and having a face value; stored value cards or smart cards, travelers' checks, registered checks, money orders, bullion, medals, numismatic property, and precious metals including platinum, gold, and silver, but not goldware or silverware.
2. \$2,000	Securities, meaning negotiable and non-negotiable instruments or contracts representing either money or other property, and including accounts, deeds, evidence of debt, letters of credit, notes other than bank notes, passports, manuscripts, tickets, stamps, and other philatelic property. Securities do not include money. This dollar limit applies to all property in this group regardless of the medium on which it is stored and includes all costs associated with researching, restoring, or replacing the information from the damaged material.
3. \$2,000	Watercraft, including their trailers, furnishings, equipment, and outboard motors.
4. \$1,000	Trailers not used to tow watercraft.
5. \$1,000	Campers, camper bodies, and pickup toppers that are not on a vehicle and not covered by an automobile policy.
6. \$2,500	Business property, not otherwise excluded under Coverage B, which is located on the residence premises , including merchandise held as samples, or for sale or for delivery after sale.

- 7. \$1,000 **Business** property, not otherwise excluded under Coverage B, which is not located on the **residence premises**, including merchandise held as samples, or for sale or for delivery after sale.
- 8. \$2,500 Theft of jewelry, watches, precious and semi-precious stones, and furs, including any article containing fur which represents its principal value.
- 9. \$2,500 Theft of silverware, goldware, and pewterware.
- 10. \$2,500 Theft of guns and gun accessories.
- 11. \$1,000 Outdoor radio, television, and satellite equipment.
- 12. \$10,000 Electronic data processing equipment and the recording or storage media used with that equipment. We will not pay more than \$2,500 of this limit for the replacing or reproducing of computer software or stored data.
- 13. \$5,000 In the aggregate on property that derives its value from constituting or being part of a collection.
- 14. \$10,000 Personal property in storage at any location, other than the **residence premises**, owned, rented, leased, or used by an **insured person**. This does not apply to **business** property.
- 15. \$10,000 Land motorized vehicles that are used primarily to service an **insured person's residence premises**.
- 16. \$10,000 **Recreational land motor vehicles** used solely to service an **insured person's residence premises**.

If property is covered under more than one of the above groups, we will not be liable for more than the lowest limit of insurance.

COVERAGE C – LOSS OF USE

1. If a covered loss makes **your residence premises** uninhabitable, we cover, at **your choice**, either of the following:
 - (a) **ADDITIONAL LIVING EXPENSE**, meaning the reasonable increase in **your** living expense necessary to maintain **your** normal standard of living; or
 - (b) **FAIR RENTAL VALUE**, meaning the fair rental value of that part of the **residence premises** where **you** reside or the fair rental value of an additional dwelling covered by this policy, less any expenses that do not continue while the premises are not fit to live in.

We will pay for the shortest time to repair or replace the damage or, if **you** permanently relocate, the shortest time required for **your** household to settle elsewhere.
2. We will pay for the loss of rental value if a covered loss makes any of the following items uninhabitable:
 - (a) That part of the **residence premises** rented to others or held for rental to others; or
 - (b) An additional dwelling covered under Coverage D.

Loss of rental value shall be paid based upon the shortest time required to repair or replace these items.
3. If damage caused by a peril we insure against occurs at neighboring premises, we will pay the **ADDITIONAL LIVING EXPENSE** or **FAIR RENTAL VALUE** loss, as provided under 1 and 2 above, for up to two weeks should civil authorities prohibit occupancy of **your residence premises**.

These periods of time will not be shortened by the expiration of this policy.

We will not pay for loss or expense due to the cancellation of a lease or agreement.

The limit of liability for **ADDITIONAL LIVING EXPENSE** and **FAIR RENTAL VALUE** shall be as follows:

- (a) If **you** are an owner residing in the dwelling covered under Coverage A, it shall be an additional amount of insurance equal to 20% of the limit of liability for Coverage A.
- (b) If **you** are an owner of an additional dwelling covered under Coverage D, it shall be an additional amount of insurance equal to 20% of the limit of liability for the additional dwelling.

COVERAGE D – ADDITIONAL DWELLINGS AND OTHER STRUCTURES

We cover the following described property for which a description and an amount of insurance is shown on the **Declarations**.

1. **ADDITIONAL DWELLINGS** – Coverage also applies to the following property, if used in the service of the additional dwelling and located on the **insured premises**:
 - (a) fuel supply tanks and fuel lines running to the dwelling;
 - (b) domestic well motors and pumps;
 - (c) electrical wiring from meter pole to the dwelling;
 - (d) storm windows and screens temporarily removed from the dwelling; and
 - (e) household furniture and furnishings owned by an **insured person**.

Coverage for household furniture and furnishings is limited to \$2,000. If an amount of insurance is shown on the **Declarations** for Coverage B – Personal Property, and coverage for household furniture and furnishings is provided under that coverage, this coverage does not apply.

Coverage on driveways and sidewalks attached to the dwelling applies only to the portion that is on the **insured premises** and within 100 feet of the dwelling.

We also cover construction material at the **insured premises** for use in connection with the construction, alteration, or repair of the dwelling.

We do not cover outdoor radio or television equipment, including antennas and satellite dishes, under Coverage D1.
2. **WINDMILLS AND WIND CHARGERS**.
3. **OUTSIDE WIRING** on the **insured premises**. This coverage includes:
 - (a) underground wiring and conduit;
 - (b) private power and light poles, and
 - (c) switch boxes, fuse boxes, light fixtures, and other electrical equipment attached to these poles.
4. **OUTDOOR RADIO, TELEVISION, AND SATELLITE EQUIPMENT**.

SECTION I - DEDUCTIBLE

Before we pay for a loss in any one occurrence, we subtract the deductible amount shown in the **Declarations**. If a loss in any one occurrence involves more than one section, only one deductible amount will apply to the loss for all sections. The deductible amount applying will be the highest deductible amount of any section involved. However, if computing the deductible amount in this manner results in less recovery for the **insured person**, the stated deductible amount for each section involved will apply.

SECTION I - ADDITIONAL COVERAGES

1. **CREDIT CARD, ELECTRONIC FUND TRANSFER CARD, CHECK FORGERY, AND COUNTERFEIT MONEY COVERAGE.**

We will pay up to \$1,000 from any one incident or series of incidents committed by any one person involving one or more of the coverages described as follows:

 - (a) the legal obligation of an **insured person** to pay because of the theft or unauthorized use of credit cards or electronic fund transfer cards issued to or registered in an **insured person's** name. **We will not cover a loss if the insured person has not complied with all terms and conditions under which the cards are issued. We will not cover any loss arising out of the use of the credit card or fund transfer card by a member of your household or any other person who has been entrusted with the use of such card or cards;**
 - (b) loss to an **insured person** caused by forgery or alteration of any check or negotiable instrument; and
 - (c) loss to an **insured person** through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover any loss that arises from business pursuits or dishonesty of an insured person.

We may investigate any claim or settle any suit, as we think appropriate. Our obligation to defend claims or suits ends when the amount we pay for the loss equals our limit of liability. We have the option to defend, at our expense, an insured person or an insured person's bank against any suit for the enforcement of payment under this coverage.

No deductible applies to this coverage. If property covered under this additional coverage is subject to a specific limit within the policy, the specific limit will apply.
2. **NECESSARY REPAIR AFTER LOSS.** **We will pay the reasonable cost of necessary repairs made solely to protect covered property from additional damage following a loss from a peril we insure against. Payments will not increase the amount of insurance applying to the covered property.**
3. **EMERGENCY REMOVAL OF PROPERTY.** **We will pay for direct loss from any cause to covered property while being removed from a premises endangered by a peril we insure against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.**
4. **DEBRIS REMOVAL.** **We will pay reasonable expenses you incur for the removal of:**
 - (a) debris of covered property following a loss to that property from a peril we insure against; or
 - (b) ash, dust, or particles from volcanic eruption that has caused a direct loss to a building or property contained in a building.

Debris removal expense is included in our limit of liability; however, if the damage to the covered property and the cost of debris removal is more than our limit of liability, we will pay up to an additional 5% of that limit for debris removal. We will also pay up to \$500 in the aggregate for the removal of trees from the residence premise provided the tree damages a covered structure and a peril insured against causes the tree to fall.
5. **REFRIGERATED PRODUCTS.** **We will pay up to \$500 under Coverage B for loss to contents of freezers or refrigerated units owned by an insured person caused by a change of temperature resulting from interruption of electrical service to refrigerated equipment caused by breakdown of generating or transmission systems or mechanical or electrical breakdown of the refrigeration system.**

If interruption of electrical service or mechanical or electrical breakdown is known to the insured person, all reasonable means must be used to protect the property insured from further damage or this coverage is void.

Payments are not in addition to the amount of insurance applying to Coverage B.

No deductible applies to this coverage.
6. **COLLAPSE.** **Under Coverage A and B, we cover only direct physical loss to covered property involving sudden, entire collapse of a building or any part of a building. Collapse means actually fallen down or fallen into pieces. The collapse must be directly and immediately caused by:**
 - (a) the perils we insure against;
 - (b) hidden decay of a supporting or weight-bearing structural member of the building;
 - (c) hidden insect or vermin damage to a structural member of the building;
 - (d) the weight of contents, equipment, animals, or people;
 - (e) the weight of rain that collects on a roof; or
 - (f) the use of defective construction, remodeling, or renovation materials or methods when the collapse occurs during the course of such work.

As used in this coverage, "hidden" means the decay, insect, or vermin damage was not visible or was not known by you prior to the current policy term.

Damage to awning, fences, patios, pavement, swimming pools, underground pipes, flues, drains, cesspools, septic tanks, footings, foundations, retaining walls, bulkheads, piers, wharves, or docks is not included under (b) through (f) above, unless the loss is a direct result of the collapse of a building or any part of a building.

This additional coverage does not cover settling, cracking, shrinking, bulging, or expansion.

This additional coverage does not increase the limit of liability applying to the covered property.
7. **TREES, SHRUBS, PLANTS, AND LAWNS.** **We will pay up to 5% of the limit of insurance under Coverage A – Dwelling or Coverage D – Additional Dwelling for loss to trees, shrubs, plants, and lawns owned by you, located on insured premises and within 100 feet of the dwelling on that premises. Coverage applies to loss caused by the following perils: fire and lightning, explosion, riot or civil commotion, aircraft, vehicles not owned or operated by an occupant of the insured premises, vandalism or malicious mischief, or theft. Payments are in addition to the amount of insurance applying to Coverage A or Coverage D.**

We will not pay:

 - (a) more than \$500 on any one tree, shrub, or plant, including debris removal expense; or
 - (b) for trees, shrubs, plants, or lawns grown for business purposes.
8. **POLLUTANT CLEAN UP AND REMOVAL.** **We will pay for your expense to extract pollutants from land or water on the residence premises if loss to covered property results in the discharge, dispersal, seepage, migration, release, or escape of the pollutants. The loss must have occurred during the policy period and been caused by a peril listed under Section I – Perils Insured Against.**

This coverage does not apply to the testing, evaluating, observing, or recording the existence, level, or effects of pollutants unless the expense of extracting the pollutants is provided by this coverage.

The most we will pay under this policy is \$10,000 during any policy period regardless of the number of occurrences or the number of sections involved. This limit will not be restored in subsequent policy periods for the same damage, occurrence or loss.

9. **OTHER STRUCTURES.** We will pay for loss to structures located on the **residence premises** not attached to the dwelling, or connected to the dwelling by only a utility line, fence, or similar connection. The loss must have been caused by a peril listed under Section I – Perils Insured Against. Construction material at the **residence premises** for use in connection with covered structures is also included in this limit of coverage. Payments are in addition to the amount of insurance applying to Coverage A.
- We do not cover:**
- (a) structures designed or used for **business** or **farming** purposes;
 - (b) buildings; or
 - (c) structures insured under any other portion of this policy, or any other policy.
- Coverage on driveways and sidewalks not attached to the dwelling applies only to the portion that is on the **residence premises** and within 100 feet of the dwelling.
- Coverage applies to yard fences that are located on the **insured premises** and within 250 feet of a dwelling insured by this policy. The most we will pay for any one **occurrence** for all covered property described in this section is \$5,000.
10. **INFLATION ADJUSTMENT CLAUSE.** We may increase or decrease the limits of liability specified in the **Declarations** for dwellings insured under Coverage A or Coverage D annually at renewal, based upon reports of recognized appraisal agencies reflecting changes in the cost of construction. Payment of the renewal premium will constitute the **insured person's** acceptance of the revised limits as shown on the **Declarations**.

SECTION I - PERILS INSURED AGAINST

We cover direct physical loss to property insured under Section I caused by:

1. **FIRE OR LIGHTNING.**
2. **WINDSTORM OR HAIL.**
This does not include loss:
 - (a) to the interior of a building, or property within, caused by rain, snow, sand, sleet, or dust, unless the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, or dust enters; or
 - (b) to watercraft and their trailers, furnishings, equipment, and motors unless inside a fully enclosed building.
3. **EXPLOSION.** This peril does not include loss resulting from the freezing and subsequent bursting of pipes.
4. **RIOT OR CIVIL COMMOTION,** including direct loss from pillage or looting during and at the site of the riot or civil commotion.
5. **AIRCRAFT,** including self-propelled missiles and spacecraft.
6. **VEHICLES.** This peril does not apply to loss to fences, driveways, and walks caused by vehicles owned or operated by an **insured person** or occupant of the **insured premises**.
7. **SMOKE,** if the loss is sudden and accidental. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.
8. **VANDALISM OR MALICIOUS MISCHIEF,** meaning only the willful and malicious damage to or destruction of covered property. This peril does not include loss:
 - (a) to glass or safety glazing material constituting a part of the building, other than glass building blocks;
 - (b) by pilferage, theft, burglary, or larceny, but we shall be liable for damage to the insured building caused by burglars; or
 - (c) to a building or structure, or its contents, if the building or structure has been vacant for more than 30 consecutive days immediately before the loss. A building or structure under construction is not considered vacant.
9. **VOLCANIC ERUPTION** exclusive of loss caused by earthquake, land shock waves, or tremors.
10. **THEFT OR ATTEMPTED THEFT,** including loss of property from a known place if it is likely that a theft has occurred.
This peril does not include:
 - (a) loss of a precious or semi-precious stone from its setting;
 - (b) loss caused by theft:
 - (1) committed by an **insured person** or anyone regularly residing on the **insured premises**;
 - (2) in or from a dwelling under construction, or of construction materials and supplies until the dwelling is completed and occupied; or
 - (3) from that part of the **residence premises** rented by the **insured person** to other than an **insured person**.
 - (c) loss of property caused by theft that occurs away from the dwelling where **you** reside, including the immediate grounds not used for **farming**:
 - (1) while at any premise owned by an **insured person** which is rented or held for rental to others;
 - (2) at any residence owned by, rented to, or occupied by an **insured person**, except while the **insured person** is temporarily living there. This applies to any residence intended to serve as a dwelling, even if the **insured person** does not intend to occupy it. Property of an **insured person** who is a student is covered at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;
 - (3) to watercraft, including their furnishings, equipment, and outboard motors; or
 - (4) to trailers and campers.

We will pay the reasonable expenses **you** incur to re-key locks on exterior doors of the dwelling located on the **residence premises**, when the keys to those locks are a part of a covered theft loss.
11. **BREAKAGE OF GLASS** or safety glazing material which is a part of the building, including damage to personal property caused by breakage of glass or safety glazing material which is a part of the building. We will not pay for loss if the building has been vacant for more than 30 consecutive days immediately before the loss. A building under construction is not considered vacant. If a law requires broken or damaged glass to be replaced with safety glazing material, we will pay that cost.
12. **FALLING OBJECTS.** This peril does not apply to the interior of the building or property within unless the falling object first damages the exterior of the building. We do not cover damage to the falling object.
13. **WEIGHT OF ICE, SNOW, OR SLEET,** which causes damage to a building or property contained in a building. This peril does not apply to loss to fences, awnings, pavement, patios, swimming pools, footings, foundations, retaining walls, bulkheads, piers, wharves, or docks, when the loss is caused by freezing, thawing, or by pressure or weight of ice, snow, sleet, or water.

14. SUDDEN AND ACCIDENTAL TEARING APART, CRACKING, BURNING, OR BULGING of a heating and/or air conditioning system or a water heating appliance. This peril does not apply to loss caused by freezing.
15. ACCIDENTAL DISCHARGE OR OVERFLOW OF WATER OR STEAM from within a plumbing, heating, or air conditioning system, or from an appliance attached to one of these systems. **We** will also pay the cost of tearing out and replacing any part of the covered building necessary to repair the system or appliance from which the water or steam escapes.
A sump pit and sump pump, including all related equipment, are not considered a part of a plumbing system.
This peril does not apply to loss:
 - (a) to the system or appliance from which the water or steam escapes;
 - (b) caused by or resulting from freezing; or
 - (c) on the **insured premises**, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling under construction is not considered to be vacant.
16. FREEZING of plumbing, heating, and air conditioning systems, and domestic appliances. This peril applies only if **you** have used reasonable care to:
 - (a) shut off the water supply and drain the systems and appliances; or
 - (b) maintain heat in the building.
17. SUDDEN AND ACCIDENTAL LOSS CAUSED BY ARTIFICIALLY GENERATED ELECTRIC CURRENTS. This peril does not apply to tubes, transistors, or other similar electronic components.

SECTION I - EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following, such loss being excluded regardless of any other cause or event contributing concurrently or in sequence to the loss.

1. ENFORCEMENT OF AN ORDINANCE OR LAW regulating the construction, repair, or demolition of buildings or other structures, unless specifically provided under this policy.
2. EARTH MOVEMENT, including earthquake; land shock waves before, during, or after volcanic eruption or earthquake; mud flow; and earth sinking, rising, or shifting. This exclusion does not apply to direct loss that follows caused by fire, explosion, theft, or breakage of glass or safety glazing material which is a part of the building.
3. WATER DAMAGE, meaning:
 - (a) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - (b) water below the surface of the ground which exerts pressure on or flows, seeps, or leaks through any part of a building or other structure, sidewalk, driveway, patio, foundation, or swimming pool;
 - (c) water or sewage from outside the dwelling that backs up through sewers or drains, or water or sewage that backs up or overflows from a septic tank; or
 - (d) continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, or air conditioning system, or from within an appliance, or the presence of condensation or humidity, moisture, or vapor, which occurs over a period of weeks, months, or years.

We will pay up to \$5,000 in the aggregate for all coverages available under Section I for damage caused by water or sewage that backs up through sewers or drains. This limit also applies to damage caused by water or sewage that backs up or overflows from a septic tank. A \$1,000 deductible, the policy deductible, or the deductible amount shown on the **Declarations** for this coverage, whichever is greatest, will apply to each loss **occurrence**.

We will pay up to \$10,000 in the aggregate for all coverage available under Section I for damage caused by water that overflows from a sump pump system that was designed to remove water from around the foundation. The sump pump system must include a sump pump and a foundation drainage system approved by the local residential code that has been installed around the perimeter (inside or outside) of the entire dwelling. A \$1,000 deductible, the policy deductible, or the deductible amount shown on the **Declarations** for this coverage, whichever is greatest, will apply to each loss **occurrence**.

This exclusion does not apply to direct loss that follows caused by fire, explosion, or theft.
4. POWER FAILURE meaning the failure of power or other utility service, if the failure takes place off the **residence premises**. **We** will pay for an ensuing loss on the **residence premises** caused by a peril insured against. This exclusion does not apply to Additional Coverage – Refrigerated Products.
5. NEGLIGENCE OF AN **INSURED PERSON** to use all reasonable means to protect covered property at and after the time of a loss or when property is threatened by a peril **we** insure against.
6. WAR (declared or undeclared), civil war, insurrection, rebellion, or revolution.
7. NUCLEAR ACTION, meaning nuclear reaction, radiation, radioactive contamination, or discharge of a nuclear weapon even if accidental, or any consequence of any of these. Loss caused by nuclear action is not considered loss by perils of fire, explosion, or smoke. **We** do cover direct loss by fire resulting from nuclear action.
8. INTENTIONAL LOSS, meaning any loss arising out of any act committed by or at the direction of an **insured person** with the intent to cause a loss.
9. FUNGI. This exclusion does not apply to loss or costs caused by **fungi** resulting from a peril insured against; however, the amount of coverage is limited. Refer to Sections I, II, III, IV, and V – Conditions, Limit of Liability – Fungi.

SECTION II – BUILDINGS AND FENCES

INSURING AGREEMENT

We agree with **you**, in return for **your** premium payment, and subject to the terms, provisions, and conditions of this policy, and endorsements attached to this policy, to insure the following items of property located on the **insured premises** which are listed on the **Declarations** under Section II with an amount of insurance shown.

1. FARM BUILDINGS. **We** cover additions and permanent fixtures attached to or within the described building. Coverage also applies to materials used for construction, alteration, or repair of the insured building, while located on the **insured premises**.
2. FENCES. Coverage applies to fences, corrals, pens, chutes, and fence line feed bunks on the **insured premises**. Coverage does not apply to field or pasture fences.

SECTION II - DEDUCTIBLE

Before we pay for a loss in any one occurrence, we subtract the deductible amount shown in the Declarations. If a loss in any one occurrence involves more than one section, only one deductible amount will apply to the loss for all sections. The deductible amount applying will be the highest deductible amount of any section involved. However, if computing the deductible amount in this manner results in less recovery for the insured person, the stated deductible amount for each section involved will apply.

SECTION II - ADDITIONAL COVERAGES

- NEW CONSTRUCTION AND STRUCTURAL ALTERATION COVERAGE.** We will pay up to \$50,000 for direct physical loss of or damage to new, permanent farm structures at the insured premises, or for direct physical loss of or damage to farm structures at the insured premises that are being altered. This includes direct physical loss or damage to construction material at the insured premises for use in their construction or alteration. This coverage applies only to structures that are not otherwise covered under this or any other policy. Coverage applies to loss caused by a peril we insure against.
This coverage applies for 60 days after the date materials and supplies are first delivered or until you report the values to us, whichever occurs first. We have the right to charge a premium effective from the date materials and supplies are first delivered.
- NECESSARY REPAIR AFTER LOSS.** We will pay the reasonable cost for necessary repairs made solely to protect covered property from additional damage following a loss from a peril we insure against. Payments will not increase the amount of insurance applying to the covered property.
- EMERGENCY REMOVAL OF PROPERTY.** We will pay for direct loss from any cause to building fixtures while being removed from a covered building endangered by a peril we insure against and for no more than 30 days while removed. This coverage also applies to materials used for construction, alteration, or repair of the insured building, while located on the insured premises. This coverage does not change the limit of liability that applies to the property being removed.
- DEBRIS REMOVAL.** We will pay reasonable expenses you incur for the removal of debris of covered property following a loss to that property from a peril we insure against.
Debris removal expense is included in our limit of liability; however, if the damage to the covered property and the cost of debris removal is more than our limit of liability, we will pay up to an additional 5% of that limit for debris removal. We will also pay up to \$500 in the aggregate for reasonable expenses you incur for the removal of trees from the insured premise provided the tree damages a covered structure and a peril insured against causes the tree to fall.

SECTION II - PERILS INSURED AGAINST

We cover direct loss to property insured under Section II caused by:

- FIRE OR LIGHTNING.**
- WINDSTORM OR HAIL.** This does not include loss:
 - caused directly or indirectly by frost; cold weather; or ice, snow, or sleet, whether driven by wind or not;
 - to the interior of a building, or property within, caused by rain, snow, sand, sleet, or dust unless the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, or dust enters; or
 - caused by hail which results in cosmetic loss to metal roof coverings of buildings and structures.
Cosmetic loss means loss that alters the physical appearance of the metal roof covering but does not result in the penetration of water through the metal roof covering and does not result in the failure of the metal roof covering to perform its intended function of keeping out the elements over an extended period of time.
Metal roof covering means the metal roofing material exposed to the weather, the underlayments applied for moisture protection, and all flashings required in the replacement of a metal roof covering.
- EXPLOSION.** This peril does not include loss resulting from the freezing and subsequent bursting of pipes.
- RIOT OR CIVIL COMMOTION,** including direct loss from pillage and looting during and at the site of the riot or civil commotion.
- AIRCRAFT,** including self-propelled missiles and spacecraft.
- VEHICLES.**
- SMOKE,** if the loss is sudden and accidental. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.
- VANDALISM AND MALICIOUS MISCHIEF,** meaning only the willful and malicious damage to or destruction of covered property. This peril does not include loss to glass or safety glazing material constituting a part of the building, other than glass building blocks.
- VOLCANIC ERUPTION,** exclusive of loss caused by earthquake, land shock waves, or tremors.
- THEFT OR ATTEMPTED THEFT,** including loss from a known place if it is likely that a theft has occurred. This peril does not apply to theft committed by an insured person.
- COLLAPSE OR BULGING OF ALL METAL ROUND GRAIN BINS.** This peril does not include loss or damage caused by or resulting from rust or deterioration.

SECTION III – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT

INSURING AGREEMENT

We agree with you, in return for your premium payment, and subject to the terms, provisions, and conditions of this policy, and endorsements attached to this policy, to insure Agricultural Machinery and Equipment listed under Section III of the Declarations against risks of direct physical loss or damage from any external cause except as hereinafter excluded.

CONDITIONS AND EXCLUSIONS

- COINSURANCE.** You must maintain insurance on each item of property covered for at least 80% of the actual cash value at the time of the loss. If you fail to do this, we will pay the percentage of the loss determined by dividing the amount of insurance carried on the item of property by the amount you should have carried on that item. The amount payable is subject to any applicable deductible.

2. **DEDUCTIBLE.** Before we pay for a loss in any one occurrence, we subtract the deductible amount shown in the **Declarations**. If a loss in any one occurrence involves more than one section, only one deductible amount will apply to the loss for all sections. The deductible amount applying will be the highest deductible amount of any section involved. However, if computing the deductible amount in this manner results in less recovery for the insured person, the stated deductible amount for each section involved will apply.
3. **ADDITIONAL ACQUIRED PROPERTY.** We will cover additional items of a nature similar to those scheduled herein, or usually covered under this section, which are owned, leased, or rented by you, that have been acquired after the effective date of this Section III coverage and during the term of this policy. You must notify us of the additional acquired property within 30 days after acquisition of owned property or within 10 days after acquisition of leased or rented property, give us a complete description, and pay any additional premium. If these requirements have not been met, there is no coverage for the additional acquired property. We will pay no more than the actual cash value of the additional items, and in no event more than 25% of the total limit of liability on all scheduled items under Section III of this policy.
4. **REPLACEMENTS COVERED.** We cover agricultural machinery and equipment you acquire during the term of this policy to replace any scheduled item. You must notify us of the acquired property within 30 days after acquisition of owned property or within 10 days after acquisition of leased or rented property, give us a complete description, and pay any additional premium. If these requirements have been met, we will pay the lesser of the limit of liability on the scheduled item replaced plus an additional amount up to 25% of the total limit of liability on all scheduled items under Section III of this policy, or the actual cash value of the item. If these requirements have not been met, we will pay no more than the limit of liability on such scheduled item replaced.
5. **BORROWED MACHINERY.** When agricultural machinery is listed under Section III of the **Declarations**, we will pay no more than \$10,000 for items of a nature similar to those scheduled herein, or usually covered under this section, while borrowed by an insured person or his employees for farming purposes.
6. **OFF PREMISES.** Insured property is covered while away from the insured premises anywhere in the world.
7. **We do not cover loss or damage:**
 - (a) to automobiles, trucks, mini trucks, motorcycles, snowmobiles, utility vehicles, low speed vehicles, motorized all terrain vehicles, amphibious vehicles, dune buggies, golf carts, minibikes, trail bikes, mopeds, mobile homes, house trailers, aircraft, watercraft, feed, hay, grain, or crops of any nature;
 - (b) to travel trailers, which means trailers equipped with living facilities, designed to be pulled by a motor vehicle and used primarily for vacation travel or leisure time activity;
 - (c) to camping trailers, which means trailers built to expand into temporary living quarters, designed to be pulled by a motor vehicle and used principally for vacation travel or leisure time activity;
 - (d) caused by wear, tear, marring, scratching, deterioration, inherent vice, latent defect, dampness of atmosphere, extremes of temperature, or any quality in property that causes it to damage or destroy itself;
 - (e) caused by mechanical breakdown or failure, repair, adjustment, service, or maintenance operation. This exclusion shall not apply to loss or damage to a center pivot or lateral irrigation system, except the motor, pump, or the part that failed, caused by the electrical or mechanical failure of a micro-switch or safety switch. We do cover direct loss that follows, caused by fire or explosion;
 - (f) to well casings used with center pivot or lateral irrigation systems;
 - (g) caused by dishonesty of an insured person's employees or persons to whom the insured property is entrusted (carriers for hire excepted);
 - (h) to tires, tubes, or tracks, unless the loss or damage is caused by fire, windstorm, theft, vandalism, or malicious mischief, or is coincident with other loss or damage to the vehicle or other covered farm machinery;
 - (i) caused by neglect of an insured person to use all reasonable means to protect covered property at and after the time of a loss or when property is threatened by a peril we insure against;
 - (j) caused intentionally by or at the direction of an insured person;
 - (k) caused by war (declared or undeclared), civil war, insurrection, rebellion, or revolution; and
 - (l) caused by nuclear action, meaning nuclear reaction, radiation, radioactive contamination, or discharge of a nuclear weapon even if accidental, or any consequence of any of these. Loss caused by nuclear action is not considered loss by perils of fire, explosion, or smoke. We do cover direct loss by fire resulting from nuclear action.

SECTION IV – SCHEDULED FARM PERSONAL PROPERTY

INSURING AGREEMENT

We agree with you, in return for your premium payment, and subject to the terms, provisions, and conditions of this policy, and endorsements attached to this policy, to insure under Section IV, the scheduled farm personal property owned by an insured person usual and incidental to the operation of a farm while on the insured premises.

GRAIN

If an amount of insurance is shown on the **Declarations** for grain, we cover grain on the insured premises in buildings, structures, wagons, or trucks. Grain means threshed seeds, threshed beans, silage, ground feed, and manufactured and compounded stock foods.

Grain in stacks, shocks, swaths, or piles in the open on the insured premises is covered only against loss by fire or theft.

You may apply up to 10% of the amount of insurance on grain to cover grain while away from the insured premises.

We will not cover grain:

1. stored or being processed in manufacturing plants, public elevators, warehouses, seed plants, or drying plants;
2. in transit by common carrier; or
3. in public sale barns and yards.

HAY

We cover the following described hay for which a description and an amount of insurance is shown on the **Declarations**.

1. **HAY IN BUILDINGS.** We cover hay, straw, and fodder in buildings or structures on the insured premises.
2. **HAY IN THE OPEN.** We cover hay, straw, and fodder in stacks, windrows, and bales only while in the open on the insured premises, not to exceed \$25,000 on any one stack of hay, straw, or fodder. One stack means hay, straw, or fodder in one area separated by a clear space of 100 feet or more from any other hay, straw, or fodder in the open.

We cover hay in the open, including any wrapping, against loss by fire or theft only.

You may apply up to 10% of the amount of insurance on hay in buildings or hay in the open to cover the hay while away from the insured premises.

We will not cover hay:

1. stored or being processed in manufacturing plants, public elevators, warehouses, seed plants, or drying plants;
2. in transit by common carrier; or
3. in public sale barns and yards.

FARM IMPLEMENTS, MACHINERY, AND VEHICLES

We cover the following described property for which a description and an amount of insurance is shown on the **Declarations**.

1. **FARM IMPLEMENTS, MACHINERY, AND VEHICLES.** We cover machinery, vehicles, tools, supplies, and equipment used in the operation of your farm.

We do not cover the following items:

- (a) brooders, fences, windmills, and wind chargers and their towers;
- (b) watercraft and their trailers, furnishings, equipment, motors, and parts;
- (c) threshing machines, tractors, combines, corn pickers, hay balers, harvesters, potato diggers and pickers, crop driers, and sawmill equipment;
- (d) **automobiles**, trucks, mini trucks, motorcycles, mopeds, utility vehicles, low speed vehicles, motorized all terrain vehicles, amphibious vehicles, dune buggies, golf carts, snowmobiles, minibikes, trail bikes, mobile homes, house trailers, and vehicles primarily designed and licensed for road use, including their engines, tires, and parts;
- (e) aircraft, including their engines, tires, and parts;
- (f) manufactured gas, liquefied petroleum gas, gasoline, and their containers;
- (g) bulk milk tanks, bulk feed tanks, barn cleaners, pasteurizers, boilers, or any other permanent fixture attached to or within a building;
- (h) all irrigation equipment;
- (i) outdoor radio and television equipment;
- (j) portable buildings and portable structures;
- (k) electrical wiring and electric motors over one horsepower; and
- (l) property specifically described and separately insured by this or any other insurance.

We will pay no more than \$2,500 for any one piece of machinery or equipment.

2. **SPECIFICALLY INSURED MACHINERY.** We cover items of machinery, vehicles, and equipment which are specifically described and separately insured.

We cover additional items of a nature similar to those scheduled herein, or items of machinery, vehicles, and equipment usually covered under this section, which are owned, leased, or rented by you, that have been acquired after the effective date of this Section IV coverage and during the term of this policy. You must notify us of the additional acquired property within 30 days after acquisition of owned property or within 10 days after acquisition of leased or rented property, give us a complete description, and pay any additional premium. If these requirements have not been met, there is no coverage for the additional acquired property. We will pay no more than the actual cash value of the additional items, and in no event more than 25% of the total limit of liability on all scheduled items under Section IV of this policy.

We cover machinery, vehicles, and equipment you acquire during the term of this policy to replace specifically insured items. You must notify us of the acquired property within 30 days after acquisition of owned property, or within 10 days after acquisition of leased or rented property, give us a complete description, and pay any additional premium. If these requirements have been met, we will pay the lesser of the limit of liability on the scheduled item replaced plus an additional amount up to 25% of the total limit of liability on all scheduled items under Section IV of this policy, or the actual cash value of the item. If these requirements have not been met, we will pay no more than the limit of liability on such scheduled item replaced.

3. **BORROWED MACHINERY.** When farm machinery is listed under Section IV of the **Declarations**, we will pay no more than \$10,000 for items of a nature similar to those scheduled herein, or farm machinery usually covered under this section, while borrowed by an insured person or his employees for farming purposes.

Insured property is covered while away from the insured premises.

POULTRY

We cover poultry on the insured premises for which a description and an amount of insurance is shown on the **Declarations**. We will pay the actual cash value of the covered loss not to exceed the amount of coverage.

We do not cover loss to poultry caused directly or indirectly by:

1. running into ravines or ditches;
2. running against fences or other objects;
3. smothering or suffocation, including while in confinement buildings;
4. fright; or
5. freezing.

LIVESTOCK

We cover the livestock on and off the insured premises for which a description and an amount of insurance is shown on the **Declarations**. We do not cover livestock in transit by common carrier or in slaughterhouses, packing plants, public stockyards, public sale barns, or public sale yards.

The limit of liability on any one animal shall not exceed the smallest of the following amount:

1. the actual cash value of the destroyed or damaged animal;
2. the limit of liability per head for each class or type of animal shown in the **Declarations**; or
3. 120% of the amount obtained by dividing the amount of insurance on each class and type of animal by the total number of animals of that class and type of animals owned by you at the time of the loss.

We do not cover loss to livestock caused directly or indirectly by:

1. running into ravines or ditches;
2. running against fences or other objects;
3. smothering or suffocation, including while in confinement buildings;
4. fright; or
5. freezing.

SECTION IV - DEDUCTIBLE

Before we pay for a loss in any one occurrence, we subtract the deductible amount shown in the **Declarations**. If a loss in any one occurrence involves more than one section, only one deductible will apply to the loss for all sections. The deductible amount applying will be the highest deductible amount of any section involved. However, if computing the deductible amount in this manner results in less recovery for the insured person, the stated deductible amount for each section involved will apply.

SECTION IV - PERILS INSURED AGAINST

We cover direct loss to property insured under Section IV caused by:

1. FIRE OR LIGHTNING.
2. REMOVAL, meaning we will pay for direct loss from any cause to covered property while being removed from premises endangered by a peril insured against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.
3. WINDSTORM OR HAIL. This does not include loss:
 - (a) caused directly or indirectly by frost; cold weather; or ice, snow, or sleet, whether driven by wind or not; or
 - (b) to property within a building caused by rain, snow, sand, sleet, or dust. Coverage applies if the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, or dust enters.
4. EXPLOSION. This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.
5. RIOT OR CIVIL COMMOTION, including direct loss from pillage and looting during and at the site of the riot or civil commotion.
6. AIRCRAFT, including self-propelled missiles and spacecraft.
7. VEHICLES. This peril does not apply to loss caused by vehicles owned or operated by any insured person or a farm employee of an insured person, except as provided under the collision coverage.
8. SMOKE, if the loss is sudden and accidental. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.
9. VANDALISM AND MALICIOUS MISCHIEF, meaning only the willful and malicious damage to or destruction of the property covered, but excluding loss by pilferage, theft, burglary, or larceny.
10. THEFT, excluding escape, mysterious disappearance, inventory shortages, wrongful conversion, and embezzlement. Direct loss by theft shall require clear and satisfactory evidence that a theft of the property occurred.
11. COLLISION of a vehicle or machinery with another object, overturn of a vehicle or machinery, or contact between the towing vehicle and an implement being towed, hitched, or unhitched.
This peril does not include loss:
 - (a) to any tires, tubes, or tracks, unless the loss coincides with other loss or damage to the vehicle or other covered farm machinery from this same peril;
 - (b) or internal damage caused by objects taken into any machine or vehicle; or
 - (c) to livestock struck by a vehicle owned or operated by any insured person or a farm employee of an insured person.
12. ACCIDENTAL SHOOTING OF LIVESTOCK (EXCEPT POULTRY). This peril does not apply to accidental shooting of livestock by:
 - (a) an insured person; or
 - (b) an employee of an insured person.
13. DEATH OF LIVESTOCK (EXCEPT POULTRY) RESULTING FROM ATTACK BY DOGS OR WILD ANIMALS. There must be physical evidence on the livestock to show cause of death. We do not cover loss caused by fright or exhaustion, or loss resulting from attack by dogs owned by an insured.
14. DROWNING OF LIVESTOCK (EXCEPT POULTRY). Suffocation from the animal's own body fluid is not covered by this peril.
15. DEATH OF LIVESTOCK (EXCEPT POULTRY) BY ELECTROCUTION resulting from artificially generated electrical currents.
16. DEATH OF LIVESTOCK (EXCEPT POULTRY) RESULTING FROM LOADING OR UNLOADING ACCIDENTS. The event must have occurred while covered livestock is being loaded onto or unloaded from vehicles used to transport them and result in the immediate death or necessary immediate destruction of the covered livestock. We do not cover loss caused by fright, exhaustion, or disease.
17. BREAKAGE OF GLASS constituting a part of the cab of mobile farm equipment.
18. COLLAPSE of a building from the weight of ice, snow, or sleet or other covered perils.
19. VOLCANIC ERUPTION exclusive of loss caused by earthquake, land shock waves, and tremors.

SECTION V – BLANKET FARM PERSONAL PROPERTY

INSURING AGREEMENT

We agree with you, in return for your premium payment, and subject to the terms, provisions, and conditions of this policy, and endorsements attached to this policy, to insure under Section V, farm personal property usual and incidental to the operation of a farm while on the insured premises if such property is:

1. owned or being purchased under an installment plan by an insured person;
2. leased or rented to an insured person for farming purposes; or
3. farm machinery borrowed by the insured person or his employees for farming purposes.

This section applies only when an amount and a premium charge are shown under Section V of the **Declarations**.

SPECIAL PROVISIONS

1. For purposes of this provision, cattle, horses, mules, swine, and sheep are covered while away from the insured premises, except while in transit by common carrier or while in slaughterhouses, packing plants, public stockyards, public sale barns, or public sale yards. We will pay no more than \$2,500 for any one animal covered by this policy.
2. FARM IMPLEMENTS, MACHINERY, AND VEHICLES, not otherwise excluded, are covered while away from the insured premises.
3. GRAIN, threshed seeds, threshed beans, hay, straw, fodder, silage, ground feed, fertilizer, herbicides, pesticides, and manufactured and compounded stock foods are covered while away from the insured premises, except while being stored in or being processed in public elevators or warehouses, seed houses, drying plants, or manufacturing plants.

4. **FIRE OR THEFT ONLY.** We cover the following only against loss by fire or theft when outside a building:
 - (a) grain (except in sacks, wagons, or trucks); or
 - (b) hay, straw, silage, and fodder, including any wrapping, in stacks, windrows, and bales. We will pay no more than the lesser of \$25,000 or 10% of the Section V limit of liability shown on the **Declarations** on any one stack of hay, straw, or fodder. One stack means hay, straw, or fodder in one area separated by a clear space of 100 feet or more from any other hay, straw, or fodder in the open.
5. **BORROWED MACHINERY.** We will pay no more than \$10,000 for farm machinery while borrowed by an **insured person** or his employees for farming purposes.
6. **UNHARVESTED GRAIN.** We cover direct physical loss to unharvested grain and seed caused only by the peril of fire or lightning. This does not include forage crops, straw, or stubble. Under this coverage we will pay no more than the lesser of \$25,000 or 10% of the Section V limit of liability shown on the **Declarations**. This coverage does not apply if the same type of grain as that which is damaged is excluded under Section V. This does not increase the Section V limit.

PROPERTY NOT COVERED

We do not cover loss or damage to:

1. Personal property other than farm personal property.
2. Accounts, bills, currency, deeds, evidence of debt, money, and securities.
3. Tobacco, cotton, vegetables, root crops, bulbs, and fruit.
4. Race horses, show horses, and show ponies.
5. Contents of chicken fryer or broiler houses, laying houses, poultry brooder houses, or duck or turkey houses, including fowl therein. However, we do cover contents of small unheated henhouses and poultry brooder houses incidental to ordinary farming.
6. **Automobiles**, trucks, mini trucks, motorcycles, mopeds, utility vehicles, low speed vehicles, motorized all terrain vehicles, amphibious vehicles, dune buggies, golf carts, snowmobiles, minibikes, trail bikes, mobile homes, house trailers, and vehicles primarily designed and licensed for road use, including their engines, tires, parts, and accessories. However, wagons and trailers designed for farming purposes are covered unless designed to be pulled by a semi-tractor.
7. Aircraft, including their engines, tires, and parts.
8. Watercraft and their trailers, furnishings, equipment, motors, and parts.
9. Outdoor radio and television equipment.
10. Fences, windmills, and wind chargers and their towers.
11. Private power poles, light poles, telephone poles, outside wiring, and attached switch boxes, fuse boxes, and other electrical equipment.
12. Sawmill equipment.
13. Dogs, cats, pets of any kind, fish, earthworms, bees, fur bearing animals, and contents of fur bearing animal farm buildings.
14. Any permanent fixtures attached to or within a building including bulk milk tanks, bulk feed tanks, barn cleaners, pasteurizers, and boilers.
15. Growing crops and stubble, except as provided in the Special Provisions section.
16. Temporary cribs, buildings, and portable structures except hog feeders and calf creep feeders. However, we will cover portable buildings on skids up to \$1,000. As used in this exclusion, a skid means a wood or metal runner designed specifically for the purpose of moving the portable structure along the ground.
17. **Livestock or poultry caused directly or indirectly by:**
 - (a) running into ravines or ditches;
 - (b) running against fences or other objects;
 - (c) smothering or suffocation, including while in confinement buildings;
 - (d) fright; or
 - (e) freezing.
18. Nursery trees, shrubs, and plants.
19. Pivot or lateral irrigation systems, including their motors and control panels.
20. Property specifically described and insured by this or any other insurance (except for farm machinery purchased on an installment contract where the unpaid balance is covered by other insurance, in which case we, as excess insurance, will cover an **insured person's** interest for the difference between actual cash value and the balance due).
21. Travel trailers, which means trailers equipped with living facilities, designed to be pulled by a motor vehicle and used primarily for vacation travel or leisure time activity.
22. Camping trailers, which means trailers built to expand into temporary living quarters, designed to be pulled by a motor vehicle and used principally for vacation travel or leisure time activity.

COINSURANCE CLAUSE

You must maintain insurance for at least 80% of the actual cash value of all covered farm personal property. If you fail to do this, we will pay the percentage of the loss determined by dividing the amount of insurance carried by the amount you should have carried. The amount payable is subject to any applicable deductible.

If you have a loss, you must furnish us with an inventory of all covered farm personal property so we can establish the actual cash value referred to in the above paragraph. If your loss is both less than \$1,000 and less than 2% of the total amount of insurance applicable to farm personal property at the time such loss occurs, we may elect to waive the inventory requirement. The waiver does not change your obligation to maintain an amount of insurance referred to in this clause.

SECTION V - DEDUCTIBLE

Before we pay for a loss in any one occurrence, we subtract the deductible amount shown in the **Declarations**. If a loss in any one occurrence involves more than one section, only one deductible amount will apply to the loss for all sections. The deductible amount applying will be the highest deductible amount of any section involved. However, if computing the deductible amount in this manner results in less recovery for the **insured person**, the stated deductible amount for each section involved will apply.

SECTION V – ADDITIONAL COVERAGE

FARM OPERATIONS RECORDS COVERAGE. We will pay up to \$2,500 for expenses you incur to reproduce, replace, or restore your farm operations records damaged by a peril we insure against. Payments are in addition to the amount of insurance applying to the loss. No deductible applies to this coverage.

SECTION V - PERILS INSURED AGAINST

We cover direct loss to insured farm personal property caused by:

1. FIRE OR LIGHTNING.
2. REMOVAL, meaning we will pay for direct loss from any cause to covered property while being removed from premises endangered by a peril insured against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.
3. WINDSTORM OR HAIL. This does not include loss:
 - (a) caused directly or indirectly by frost; cold weather; or ice, snow, or sleet, whether driven by wind or not; or
 - (b) to property within a building caused by rain, snow, sand, sleet, or dust. Coverage applies if the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, or dust enters.
4. EXPLOSION. This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.
5. RIOT OR CIVIL COMMOTION, including direct loss from pillage and looting during and at the site of the riot or civil commotion.
6. AIRCRAFT, including self-propelled missiles and spacecraft.
7. VEHICLES. This peril does not apply to loss caused by vehicles owned or operated by any insured person or a farm employee of an insured person, except as provided under the collision coverage.
8. SMOKE, if the loss is sudden and accidental. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.
9. VANDALISM AND MALICIOUS MISCHIEF, meaning only the willful and malicious damage to or destruction of the property covered, but excluding loss by pilferage, theft, burglary, or larceny.
10. THEFT, excluding escape, mysterious disappearance, inventory shortages, wrongful conversion, and embezzlement. Direct loss by theft shall require clear and satisfactory evidence that a theft of the property occurred.
11. COLLISION of a vehicle or machinery with another object, overturn of a vehicle or machinery, or contact between the towing vehicle and an implement being towed, hitched, or unhitched.
This peril does not include loss:
 - (a) to any tires, tubes, or tracks, unless the loss coincides with other loss or damage to the vehicle or other covered farm machinery from this same peril;
 - (b) or internal damage caused by objects taken into any machine or vehicle; or
 - (c) to livestock struck by a vehicle owned or operated by any insured person or a farm employee of an insured person.
12. ACCIDENTAL SHOOTING OF LIVESTOCK (EXCEPT POULTRY). This peril does not apply to accidental shooting of livestock by:
 - (a) an insured person; or
 - (b) an employee of an insured person.
13. DEATH OF LIVESTOCK (EXCEPT POULTRY) RESULTING FROM ATTACK BY DOGS OR WILD ANIMALS. There must be physical evidence on the livestock to show cause of death. We do not cover loss caused by fright or exhaustion, or loss resulting from attack by dogs owned by an insured.
14. DROWNING OF LIVESTOCK (EXCEPT POULTRY). Suffocation from the animal's own body fluid is not covered by this peril.
15. DEATH OF LIVESTOCK (EXCEPT POULTRY) BY ELECTROCUTION resulting from electrical currents artificially generated.
16. DEATH OF LIVESTOCK (EXCEPT POULTRY) RESULTING FROM LOADING OR UNLOADING ACCIDENTS. The event must have occurred while covered livestock is being loaded onto or unloaded from vehicles used to transport them and result in the immediate death or necessary immediate destruction of the covered livestock. We do not cover loss caused by fright, exhaustion, or disease.
17. BREAKAGE OF GLASS constituting a part of the cab of mobile farm equipment.
18. COLLAPSE of a building from the weight of ice, snow, or sleet, or other covered perils.
19. VOLCANIC ERUPTION exclusive of loss caused by earthquake, land shock waves, and tremors.

SECTIONS I, II, III, IV, AND V – ADDITIONAL COVERAGE

FIRE DEPARTMENT CHARGES. We will pay up to \$500 for your liability under an agreement for service charges made by a fire department when called to protect your covered property from a peril we insure against. This coverage does not apply if the property is located within the limits of a city or municipality, or within a fire protection district. Payments are in addition to the amount of insurance applying to the loss. No deductible applies to this coverage.

SECTIONS I, II, III, IV, AND V - CONDITIONS

1. **WHAT YOU MUST DO IN CASE OF LOSS.** If a loss occurs, you must:
 - (a) give us or our agent immediate notice. In case of theft also notify the proper law enforcement authority;
 - (b) protect the property from further damage, make necessary and reasonable repairs to protect the property and keep records of the cost of repairs;
 - (c) make a list of all damaged or destroyed property, showing in detail the quantities, costs, actual cash value, and amount of loss claimed;
 - (d) send to us a proof of loss signed and sworn to by you within 60 days after we request one, including:
 - (1) the time and cause of loss;
 - (2) your interest and that of all others in the property;
 - (3) actual cash value and amount of loss to the property;
 - (4) all encumbrances on the property;
 - (5) changes in title, use, occupancy, or possession of the property;
 - (6) if required, any plans and specifications of any damaged building or fixture; and
 - (7) other policies covering the loss;
 - (e) exhibit the damaged property to us or our representative as often as may be reasonably required;
 - (f) submit to examinations under oath conducted by, and only in the presence of, persons selected by us and sign the transcripts of the examinations;
 - (g) allow us to take samples of damaged property for inspection, testing, and analysis;

- (h) produce for examination, with permission to copy, all books or accounts, bills, invoices, receipts, and other vouchers as we may reasonably require;
- (i) produce receipts for any increased costs incurred to maintain **your** standard of living while **you** reside elsewhere; and
- (j) produce records pertaining to any loss of rental income.
2. **HOW LOSSES ARE SETTLED.** Loss to covered property will be settled at the actual cash value of the damaged property at the time of loss. **We will pay no more than the lesser of:**
- the cost to repair or replace the damaged property with property of like kind and quality, subject to deduction for depreciation;
 - the difference in market value of the damaged property before and after the loss; or
 - the limits of liability of this policy.
3. **OUR OPTIONS.** In the event of a covered loss we have the option of taking all or any part of the damaged property at its appraised or agreed-on value. **We** also have the option to repair, rebuild, or replace the damaged property with property of like kind and quality. **We** must give **you** notice of **our** intention within 30 days after **we** receive **your** proof of loss.
4. **APPRAISAL.** If **you** and **we** fail to agree within a reasonable time on the actual cash value of amount of loss, an appraisal of the loss may take place. However, both parties must agree, in writing, to an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 20 days after the request is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the **insured premises** is located to select an umpire.
- The appraisers shall then appraise the loss, stating separately the actual cash value and the loss to each item. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
- Each party will pay the appraiser it chooses, and equally pay expenses for the umpire and all other expense of the appraisal.
5. **INSURABLE INTEREST AND LIMIT OF LIABILITY.** Even if more than one person has an insurable interest in the property covered, **we** will not be liable in any one loss:
- to the **insured person** for more than the amount of the **insured person's** interest at the time of loss; or
 - for more than the applicable limit of liability.
6. **ABANDONED PROPERTY.** **We** are not obliged to accept property abandoned by an **insured person**.
7. **LOSS TO PAIR OR SET.** **We** may repair or replace any part of a pair or set to restore it to its value before the loss, or **we** may pay the difference between the actual cash value of the property before and after the loss.
8. **OUR PAYMENT OF LOSS.** **We** shall adjust any loss with **you**, and pay **you** unless another payee is named in the policy. **We** will pay within 60 days after **we** receive **your** proof of loss and the amount of loss is finally determined by agreement between **you** and **us**, a court judgment or an appraisal award.
9. **MORTGAGE CLAUSE.** The word "mortgagee" includes trustee.
- If a mortgagee is named in this policy, any loss payable applying to covered property shall be paid to the mortgagee and **you**, as interests appear. If more than one mortgagee is named, the order of payment shall be the same as the order of precedence of the mortgages. If **we** deny **your** claim, that denial shall not apply to a valid claim of the mortgagee, if the mortgagee:
- notifies **us** of any change in ownership, occupancy, or substantial change in risk of which the mortgagee is aware;
 - pays any premium due under this policy on demand if **you** have neglected to pay the premium; and
 - submits a signed, sworn statement of loss within 60 days after receiving notice from **us** of **your** failure to do so. Policy conditions relating to APPRAISAL, SUIT AGAINST **Us**, and **OUR PAYMENT OF LOSS** apply to the mortgagee.
- If the policy is cancelled by **us**, the mortgagee shall be notified at least 10 days before the date cancellation takes effect. If **we** pay the mortgagee for any loss and deny payments to **you**:
- we** are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - at **our** option, **we** may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, **we** shall receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
- Subrogation shall not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
10. **SUIT AGAINST **Us**.** **We** may not be sued unless there is full compliance with all the terms of this policy.
11. **NO BENEFIT TO BAILEE.** This insurance will not, in any way, benefit any person or organization who may be caring for or handling property for a fee.
12. **PERMISSION GRANTED TO **You**.** **You** may make alterations, additions, and repairs to **your** building, and complete structures under construction.
13. **OTHER INSURANCE – THIS POLICY.** If coverage is provided under more than one section for the same loss, only the coverage that benefits **you** the most will apply to the loss. **You** cannot recover more than once for the same loss.
14. **OTHER INSURANCE.** This insurance, unless specified otherwise, is excess over any other valid and collectible insurance that applies to the same loss.
15. **INCREASED HAZARD.** **We** shall not be liable for loss occurring while the hazard is increased by any means within **your** control or knowledge, and the increased hazard contributes to the loss.
16. **VACANCY.** If the building where the loss or damage occurs has been vacant for more than 60 days, the amount that **we** would otherwise pay for loss or damage shall be reduced by 1/3. Buildings under construction are not considered vacant.
17. **RECOVERED PROPERTY.** If **you** or **we** recover any property for which **we** have made payment under this policy, **you** or **we** will notify the other of the recovery. At **your** option, the property will be returned to or retained by **you** or it will become **our** property. If the recovered property is returned to or retained by **you**, the amount of **our** payment, or any lesser amount to which **we** agree, must be refunded to **us**.
18. **LIMIT OF LIABILITY – FUNGI.** **We** will pay for direct loss or costs caused by **fungi** when the loss or costs result from a Peril Insured Against. **Our** limit of liability shall not exceed \$10,000 for any remediation, including the cost to remove the **fungi** from covered property, the cost to tear out and replace any part of the building or other property needed to gain access to the **fungi**, the cost of testing or monitoring of air or property to confirm the presence, absence, type, or level of **fungi**, and any other increased costs caused by the presence of **fungi**, including loss of use of the property.

This is not an additional amount of coverage. The limit of liability applying to the damaged covered property is not increased.

SECTIONS II, IV, AND V - EXCLUSIONS

We do not cover loss caused directly or indirectly by any of the following, such loss being excluded regardless of any other cause or event contributing concurrently or in sequence to the loss.

1. ENFORCEMENT OF AN ORDINANCE OR LAW regulating the construction, repair, or demolition of buildings or other structures, unless specifically provided under this policy.
2. EARTH MOVEMENT, including earthquake; land shock waves before, during, or after volcanic eruption or earthquake; mud flow; and earth sinking, rising, or shifting. This exclusion does not apply to direct loss that follows caused by fire, explosion, or theft.
3. WATER DAMAGE, meaning:
 - (a) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - (b) water below the surface of the ground which exerts pressure on or flows, seeps, or leaks through any part of a building or other structure, sidewalk, driveway, patio, foundation, or swimming pool; or
 - (c) water or sewage that backs up through sewers or drains, or water or sewage that backs up or overflows from a septic tank.We do cover direct loss that follows caused by fire, explosion, or theft.
4. POWER, HEATING, OR COOLING FAILURE OR INTERRUPTION unless caused by physical damage to power or cooling equipment on the insured premises caused by a peril we insure against.
5. NEGLIGENCE OF AN INSURED PERSON to use all reasonable means to protect covered property at and after the time of a loss or when property is threatened by a peril we insure against.
6. WAR (declared or undeclared), civil war, insurrection, rebellion, or revolution.
7. NUCLEAR ACTION, meaning nuclear reaction, radiation, radioactive contamination, or discharge of a nuclear weapon even if accidental, or any consequence of any of these. Loss caused by nuclear action is not considered loss by perils of fire, explosion, or smoke. We do cover direct loss by fire resulting from nuclear action.
8. ARTIFICIALLY GENERATED ELECTRICAL CURRENTS unless fire ensues, and then only for damage caused by the ensuing fire.
9. INTENTIONAL LOSS, meaning any loss arising out of any act committed by or at the direction of an insured person with the intent to cause a loss.

SECTION VI – FARM AND PERSONAL LIABILITY PROTECTION

INSURING AGREEMENT

We agree with you, in return for your premium payment, and subject to all terms, provisions, and conditions of this policy, and endorsements attached to the policy, to provide the coverages described below.

This section applies only when a premium charge is shown under Section VI of the Declarations.

COVERAGE L – FARM AND PERSONAL LIABILITY

We will pay all sums arising out of an occurrence which an insured person becomes legally obligated to pay as damages because of bodily injury or property damage covered by this policy. "Damages" includes prejudgment interest awarded against the insured person and does not increase the limit of liability shown on the Declarations. If a claim is made or suit is brought against an insured person for liability under this coverage, we will defend the insured person at our expense, using lawyers of our choice. We are not obligated to defend after we have paid an amount equal to the limit of our liability. We may investigate or settle any claim or suit as we think appropriate.

COVERAGE M – MEDICAL PAYMENTS TO OTHERS

We will pay the reasonable expenses incurred for necessary medical, surgical, x-ray, dental services, prosthetic devices, eyeglasses, hearing aids, pharmaceuticals, ambulance, hospital, licensed nursing, and funeral services. These expenses must be incurred within three years from the date of an occurrence causing bodily injury covered by this policy.

Each person who sustains bodily injury is entitled to this protection when that person is:

1. on an insured premises with the permission of an insured person; or
2. elsewhere, if the bodily injury:
 - (a) arises out of a condition on the insured premises;
 - (b) is caused by the activities of an insured person or farm employee in the course of employment by an insured person;
 - (c) is caused by an animal owned by or in the care of an insured person; or
 - (d) is sustained by a farm employee arising out of and in the course of employment by an insured person.

We do not cover injury to insured persons or residents of your household.

We may pay either the injured person or the party that renders the medical service or funeral services.

Payment under this coverage is not an admission of liability by us or an insured person.

COVERAGE N – DAMAGE TO PROPERTY OF OTHERS

We will pay up to the limit of liability specified in the Declarations per occurrence for property damage to property owned by others caused by an insured person. We will, at our option, either pay the actual cash value of the damaged property or repair or replace the damaged property. Property damage under this coverage does not include disappearance or loss of use.

We will not pay for property damage:

1. caused intentionally by an insured person who has attained the age of 13;
2. to property, other than a rented golf cart, owned by or rented to any insured person, a tenant of an insured person, or a resident of your household;
3. arising out of an act or omission in connection with premises (other than insured premises) owned, rented, or controlled by an insured person;
4. arising out of business pursuits;

5. arising out of the ownership, maintenance, operation, use, loading, or unloading of any **automobile**, aircraft (except model or hobby aircraft), hovercraft, or watercraft;
6. resulting from diversion or obstruction of streams or surface water, or from interference with the natural drainage, to or from the lands of others;
7. resulting from the overuse or depletion of underground or surface water; or
8. to property insured under Section I, II, III, IV, or V of this policy.

This coverage shall not apply if insurance is otherwise provided by Coverage L of this policy.

COVERAGE O – DEATH OF LIVESTOCK ON PUBLIC HIGHWAYS

We will pay for loss by death of any cattle, horse, or hybrid thereof, hog, sheep, or goat owned by **you**, caused by collision between such animal and a vehicle not owned or operated by an **insured person** or any employee of an **insured person**, while such animal is within a public highway and is not being transported. Payment is limited to actual cash value of the animal, not to exceed \$500. This coverage applies as excess to any other benefits payable under this policy.

COVERAGE P – FAMILY MEDICAL PAYMENTS

We will pay the reasonable expenses incurred within one year from the date of **occurrence** for necessary medical, surgical, x-ray, dental services, prosthetic devices, eyeglasses, hearing aids, pharmaceuticals, ambulance, hospital, and funeral services to or for each person named in Coverage P of the **Declarations**, or amendments thereto, who sustains **bodily injury**, caused by an **occurrence**, while engaged in duties incident to the existence, maintenance, or use of the **insured premises** for **farming** or as a residence, or while going to or from grade or high school or while on the grade or high school premises, except injuries sustained during participation in, or practice for, athletic events.

This coverage is subject to any deductible shown as applicable on the **Declarations** page.

AUTOMATIC INSURANCE FOR NEWLY-ACQUIRED FARM PREMISES

Such liability insurance as is afforded by this policy, during the term of this policy, shall also apply to a newly-acquired **farm** premises not covered in the policy, provided that:

1. **you** acquire, as owner or tenant, such additional **farm** premises within the state of Nebraska;
2. **you** notify **us** within 90 days following the date upon which **you** acquire such **farm** premises in excess of the basic 1,000 acres covered by this policy;
3. **you** pay any additional premium required because of the application of this insurance to newly-acquired **farm** premises; and
4. this insurance does not apply to any loss against which **you** have other valid and collectible insurance.

SECTION VI - ADDITIONAL COVERAGES

We cover the following in addition to the limit of liability:

1. CLAIM EXPENSES. We pay:
 - (a) all costs we incur in the settlement of any claim or that are taxed against any **insured person** in any suit we defend;
 - (b) interest on the entire amount of damages awarded in any suit we defend accruing after judgment is entered and before we have paid, offered to pay, or deposited in court that portion of the judgment which is not more than our limit of liability. "Damages" as used herein does not include prejudgment interest;
 - (c) premiums on bonds required in a suit we defend. But we will not pay the premium for any portion of the bond amount that is greater than our limit of liability. We have no obligation to apply for or furnish bonds;
 - (d) loss of earnings up to \$250 a day, but no other income, when we ask **you** to help **us** investigate or defend any claim or suit; and
 - (e) any other reasonable expenses incurred at our request.
2. FIRST AID EXPENSES. We will pay expenses for immediate medical and surgical treatment for other persons that are incurred by an **insured person** for treatment of **bodily injury** covered by this policy. We will not pay for first aid to any **insured person**.

SECTION VI - EXCLUSIONS

Under Coverages L and M, we do not cover:

1. **Bodily injury and property damage** arising out of the ownership, maintenance, operation, use, loading, unloading, or entrustment of:
 - (a) Hovercraft or aircraft, except model or hobby aircraft not used or designed to carry people or cargo.
 - (b) Land motor vehicles designed for use on public roads, other than **recreational land motor vehicles**, owned or operated by or rented or loaned to an **insured person**. This exclusion does not apply if the land motor vehicle is not subject to motor vehicle registration because it is:
 - (1) used exclusively on the **insured premises**;
 - (2) kept in dead storage on the **insured premises**; or
 - (3) designed for assisting the handicapped.
 We do not cover trailers, crawler or farm type tractors, or farm implements, when attached to, towed by, or carried on a land motor vehicle.
 - (c) **Recreational land motor vehicles**, other than golf carts while used on a golf course for golfing, owned by an **insured person**, if the **bodily injury or property damage** occurs off the **insured premises**.
 - (d) Watercraft not located on the **insured premises**:
 - (1) owned by or rented to an **insured person** if it has inboard or inboard-outdrive motor power of more than 50 horsepower;
 - (2) owned by or rented to an **insured person** if it is a sailing vessel 26 feet or more in length; or
 - (3) powered by one or more outboard motors with more than 25 total horsepower owned by an **insured person**.

This exclusion also applies to the statutorily imposed vicarious parental liability for the actions of a child or minor using any of the conveyances excluded in parts (a), (b), (c), and (d).

With respect to **bodily injury** to a **farm employee**, arising out of and in the course of employment by **you** of such **farm employee**, parts (b), (c), and (d) of this exclusion do not apply, and part (a) applies only while such employee is engaged in the operation or maintenance of aircraft.

2. **Bodily injury or property damage** arising out of the rendering of or failure to render professional services.
3. **Bodily injury or property damage** arising out of **business** pursuits of an **insured person**.
4. **Bodily injury or property damage** arising out of the use of any land motor vehicle in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition, or stunt activities or contests.
5. **Bodily injury or property damage** resulting from a substance released or discharged from aircraft operated by or for an **insured person**.
6. **Bodily injury or property damage** arising out of any premises owned, rented, or controlled by an **insured person** which are not **insured premises**. This exclusion does not apply to **bodily injury** to a **farm employee** arising out of and in the course of employment by an **insured person** at such premises.
7. **Bodily injury or property damage** expected or intended by an **insured person** or **farm employee**.
8. **Bodily injury or property damage** arising out of war (declared or undeclared), civil war, insurrection, rebellion, or revolution. Discharge of a nuclear weapon is deemed a warlike act even if accidental.
9. **Bodily injury or property damage** arising out of the actual, alleged, or threatened discharge, dispersal, release, or escape of **pollutants**:
 - (a) at or from premises **you** own, rent, or occupy;
 - (b) at or from any site or location used by or for **you** or others for the handling, storage, disposal, processing, or treatment of waste;
 - (c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for **you** or any person or organization for whom **you** may be legally responsible; or
 - (d) at or from any site or location on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations:
 - (1) if the **pollutants** are brought on or to the site or location in connection with such operation; or
 - (2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize the **pollutants**;

except when arising from unintended overspray or drift of smoke or farm chemicals, liquids, or gases applied in normal farm operations causing **bodily injury or property damage** to other than an **insured person** which manifests itself within 60 days from the date of said unintended overspray or drift. An aggregate limit of \$100,000 is the most **we** will pay for this coverage during any one policy period regardless of the number of **insured persons**, unintended oversprays or drifts, claims made, or suits brought.

This exclusion does not apply to **bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or **bodily injury or property damage** caused by heat, smoke, or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
10. Any loss, cost, or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
11. **Bodily injury** for which an **insured** is or becomes legally obligated to pay or voluntarily provides payment under any workers' compensation, disability benefits, non-occupational disease or occupational disease law or act.
12. **Bodily injury** resulting from any act which constitutes harassment, physical abuse, mental abuse, corporal punishment, or sexual abuse or molestation of any person under the laws of any jurisdiction in which the act takes place.
13. **Bodily injury** resulting from the transmission of a communicable disease by an **insured person** or **farm employee**.
14. **Bodily injury or property damage** caused by **fungi**, including, but not limited to, any injury or damage arising, directly or indirectly, in whole or in part, out of or alleged to have arisen out of any act, error, omission, failure to warn, or other duty involving **fungi**, its existence, detection, removal, elimination, or avoidance.
15. **Bodily injury or property damage** arising out of the use, sale, manufacture, delivery, transfer, or possession by an **insured person** of a controlled substance as defined by federal or state law. However, this exclusion does not apply to the legitimate use of prescription drugs by an **insured person** following the order of a licensed physician.
16. **Bodily injury or property damage** caused by or resulting from a criminal act of an **insured person** or **farm employee**. A criminal act is any act or omission for which a penal statute or ordinance permits or requires any term of imprisonment.

Under Coverage L, **we** do not cover:

17. Liability assumed under a contract or agreement. But **we** will cover liability of others assumed by the **insured** under a written contract relating to the **insured premises** or a warranty of goods or products raised or produced on the **insured premises**.
18. **Bodily injury** to **you**, or an **insured person** within the meaning of parts (b) or (c) of the definition of **insured person**.
19. **Property damage** to property owned by an **insured person**.
20. **Property damage** to property rented to, occupied by, used by, or in the care of an **insured person**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion.
21. An **insured person's** liability for **bodily injury or property damage** when it is covered by a nuclear energy liability policy. This exclusion applies even if the limits of liability of that policy have been exhausted or terminated.
22. **Property damage** to:
 - (a) goods or products, including containers, grown, raised, manufactured, sold, handled, or distributed by an **insured person** when the **property damage** arises out of such products; or
 - (b) work performed by or for an **insured person**, when the **property damage** arises out of such work.
23. **Property damage** resulting from diversion or obstruction of streams or surface water, or from interference with the natural drainage to or from the lands of others.
24. Any claim or dispute asserted against **you** by a third party which is based upon groundwater or surface water rights or alleges damages for depletion of groundwater or surface water, nor will **we** provide a defense for any such claim or dispute.
25. Punitive or exemplary damages awarded against an **insured person**.

Under Coverage M, **we** do not cover:

26. **Bodily injury** from nuclear reaction, radiation, or radioactive contamination or any consequences of any of these.
27. Any person, other than a **farm employee**, while on the **insured premises**:
 - (a) because of a **business** conducted on the **insured premises**;
 - (b) in the course of conducting his own or his employer's **business**; or
 - (c) for **farming** purposes because he or his employer is renting the premises or a part thereof for **farming** purposes.
28. Any person, other than a **farm employee**, if such person is regularly residing on an **insured premise**, including any part rented to such person or to others.

3. **CONCEALMENT OR FRAUD.**
- (a) **Warranties, conditions, and misrepresentations in the application.** No oral or written misrepresentation or warranty made in the negotiation for this policy of insurance by the insured, or on his behalf, shall be deemed material or defeat or avoid the policy, or prevent its attaching, unless such misrepresentation or warranty deceived the company to its injury.
 - (b) **Policy conditions.** The breach of a warranty or condition in any contract or policy of insurance on or before the date of loss shall not void the policy nor avail the insurer to avoid liability, unless such breach shall exist at the time of the loss and contribute to the loss, anything in the policy or contract of insurance to the contrary notwithstanding.
 - (c) **Concealment or fraud.** Except as may be provided above, we do not provide coverage when an insured, on or after the inception date of this policy:
 - (1) intentionally conceals or misrepresents any material fact or circumstance;
 - (2) engages in fraudulent conduct; or
 - (3) makes false statements; related to this insurance.
4. **CHANGES.** No change or waiver shall be effective in this policy except by endorsement issued by us. If a premium adjustment is necessary we will make the adjustment as of the effective date of the change. If any coverage you have under this policy is broadened without charge during the policy period, this policy will automatically provide the broadened coverage when effective. When there are two or more named insured persons, each acts for all to cancel or change the policy.
5. **OUR RIGHT TO RECOVER PAYMENT.** After making payment under this policy, we will have the right to recover from anyone held responsible. This right will not apply, under Sections I, II, III, IV, and V, if you have waived it in writing prior to the loss. You will sign and deliver all related papers and do whatever is required to transfer this right to us, and do nothing to harm this right.
Anyone receiving the benefit of a payment under this policy will hold in trust for us the proceeds of any settlement or recovery of damages from another and reimburse us to the extent of our payment.
This condition does not apply to Section VI, Coverage M – Medical Payments to Others coverage or Coverage N - Damage to Property of Others.
6. **POLICY PERIOD.** This policy applies to losses, **bodily injury**, or **property damage** which occur during the policy period.
7. **PREMIUMS.** We will compute the premium as called for by our rules, rates, and rating plans applying to the coverages provided by the policy. If a premium is due at each anniversary, we will use the rates in effect at the anniversary date.

MUTUAL POLICY PROVISIONS

MEETING. The annual meeting of the members of the Company shall be held in Lincoln, Nebraska, on the third Wednesday in February at 10:00 o'clock A.M. Any member may appoint any member in good standing his proxy to vote at any annual or special meeting, or may constitute and appoint the members of the Board of Directors of the Company present at such meeting as his agents and proxy with power and authority to cast his vote upon all business coming before such meeting, each director present to cast the fractional part of his vote determined by the number of directors present at such meeting. All proxies shall be signed by the members and filed with the Company at least five days prior to the day of the meeting.

NON-ASSESSABLE PROVISION. This policy is non-assessable.

SECTION VI - CONDITIONS

1. **WHAT TO DO IN CASE OF BODILY INJURY OR PROPERTY DAMAGE.** In the event of **bodily injury** or **property damage**, the **insured person** must:
 - (a) notify **us** or **our** agent as soon as possible. The notice must give:
 - (1) **your** name and **your** policy number;
 - (2) the time, place, and circumstances of the **occurrence** or loss; and
 - (3) the names and addresses of injured persons and witnesses;
 - (b) send **us** promptly any legal papers received relating to a claim or suit;
 - (c) cooperate with **us** and assist **us** in any matter relating to a claim or suit; and
 - (d) if a loss covered under Coverage N or O occurs, send **us** a proof of loss signed and sworn to by **you** within 60 days after **we** request one. The **insured person** shall also exhibit the damaged property if within the **insured person's** control.

The **insured person** will not, except at the **insured person's** own cost, voluntarily make any payment, assume any obligation, or incur expenses, other than for First Aid Expenses, at the time of the **occurrence**.
2. **DUTIES OF INJURED PERSON – COVERAGE M.** The injured person or someone on behalf of the injured person will:
 - (a) give **us** as soon as possible, written proof of claim under oath if required;
 - (b) submit to physical examination at **our** expense by doctors **we** select as often as **we** may reasonably require; and
 - (c) authorize **us** to obtain medical and other records.
3. **LIMITS OF LIABILITY.** Regardless of the number of **insured persons**, injured persons, claims made or suits brought, **our** liability is limited as follows:
 - (a) As respects Coverage L, the limit of liability stated in the **Declarations** is the total limit of **our** liability for all damages, including prejudgment interest, resulting from any one **occurrence**. But the limit of liability stated in the **Declarations** is the total limit of **our** liability for all such **occurrences** during the policy period for **bodily injury** or **property damage** resulting from:
 - (1) handling or use of goods or products manufactured, sold, handled, or distributed by an **insured person**; or
 - (2) an existing condition in those goods or products after an **insured person** has relinquished control and these goods or products are away from the **insured premises**;
 - (b) as respects Coverage M, the limit of **our** liability stated in the **Declarations** as applicable to "each person" is **our** limit of liability for all medical expenses for **bodily injury** to any one person as the result of any one **occurrence**.
4. **SEVERABILITY OF INSURANCE.** This insurance applies separately to each **insured person** against whom claim is made or suit is brought, subject to **our** limits of liability for each **occurrence**.
5. **SUIT AGAINST US.** **We** may not be sued unless there is full compliance with all the terms of this policy.
We may not be sued under Coverage L until the obligation of an **insured person** to pay is finally determined either by judgment against the person after actual trial or by written agreement of the person, the claimant and **us**.
No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person**.
6. **BANKRUPTCY.** **We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of the **insured person**.
7. **OTHER INSURANCE.** As respects Coverage L – Farm and Personal Liability, this insurance is excess over any other valid and collectible insurance. As respects Coverage M – Medical Payments to Others, this insurance is excess over any other valid and collectible **automobile** insurance.

GENERAL POLICY CONDITIONS

1. **ASSIGNMENT.** Interest in this policy may not be transferred without **our** written consent. But if the Policyholder named in the **Declarations** or the spouse of the Policyholder residing in the same household dies, the policy will cover:
 - (a) any surviving member of the deceased's household who was covered under this policy at the time of death, but only while a resident of the **insured premises**;
 - (b) the legal representative of the deceased person while acting within that capacity; and
 - (c) any person having proper custody of insured property until a legal representative is appointed.
2. **CANCELLATION.**

YOUR RIGHT TO CANCEL. **You** may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date cancellation is to be effective. However, if **you** obtain other farm insurance or similar type insurance to replace this policy, any insurance provided by this policy shall terminate on the effective date of the other policy.

OUR RIGHT TO CANCEL OR NONRENEW. This policy may be cancelled or nonrenewed by **us** upon 60 days written notice, except that **we** may cancel upon 10 days written notice in the event of nonpayment of premium. The notice shall state the reason for cancellation or nonrenewal. After the policy has been in effect 60 days, it may only be cancelled by **us** for one of the following reasons:

 - (a) nonpayment of premium;
 - (b) the policy was obtained through a material misrepresentation;
 - (c) any **insured person** has submitted a fraudulent claim;
 - (d) any **insured person** has violated any of the terms and conditions of the policy;
 - (e) the risk originally accepted has substantially increased;
 - (f) certification to the Director of Insurance of loss of reinsurance by **us** which provided coverage to **us** for all or a substantial part of the underlying risk insured; or
 - (g) the determination by the Director of Insurance that the continuation of the policy could place **us** in violation of the insurance laws of the state of Nebraska.

Notice of cancellation or nonrenewal shall be sent by registered, certified, or first-class mail to the **insured's** last mailing address known to the insurer. If sent by first-class mail, a United States Postal Service certificate of mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of certificate.

The policy period will end on the date and time stated in the notice.

RETURN OF PREMIUM. If **you** or **we** cancel **your** policy the unearned premium shall be computed on a pro-rata basis.

The return premium need not be refunded with the notice of cancellation. If it is not, it will be refunded within a reasonable time after the date on which the cancellation takes effect.