

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











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**.

Cindy Tassi
Witness

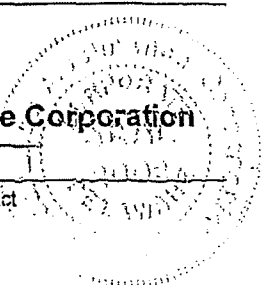
Senia Hernandez
Witness Senia Hernandez

Summit Carbon Solution, LLC

[Signature]

Endurance Assurance Corporation

John Hohit
John Hohit, 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.

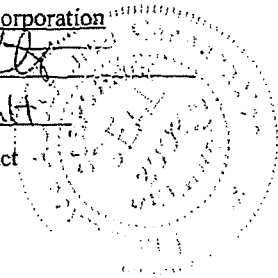
IT IS FURTHER UNDERSTOOD AND AGREED that nothing herein changes, alters, or varies the terms of the above Bond except as provided for herein.

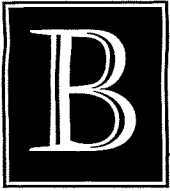
Principal

Surety

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

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





**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



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.

[Signature]
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

N 88°36'08" E - 2643.72'
 BASIS OF BEARING

NW COR. SEC. 5
 FND. 1/2 I.R. W/CAP

P.O.B. T.C.E. 1
 P.O.B. P.E.
 P.O.B. T.C.E. 2

S 88°36'06" W
 70.37'

P.O.C.
 N 1/4 COR. SEC. 5
 FND. 1/2 I.R.

PERMANENT
 EASEMENT

€ PROPOSED 50' EASEMENT

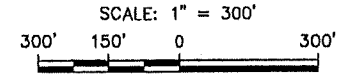
N-S 1/4 LINE

(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 HEINY REGISTERED LAND SURVEYOR, SOUTH DAKOTA NUMBER LS-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.

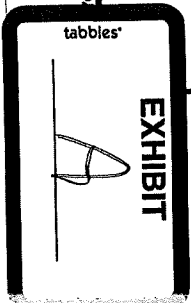
MATCH LINE SHEET 2

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		SOUTH DAKOTA	
DRAWN BY: ARC		DATE: 08/07/15		DWG. NO.	
CHECKED BY: EFG		DATE: 08/07/15		SD-MI-061.511	
SCALE: 1" = 300'		APP.:		SD-MI-063.511	
REV. 0		DATE 09/02/15		BY ARC	
DESCRIPTION		USE/ACQUISITION		REV. 0	
PROJECT NO. 10395700		WOOD GROUP MUSTANG, INC.		SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145	

c:\projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\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.

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

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

N-S 1/4 LINE

PERMANENT
 EASEMENT

S 1/4 COR. SEC. 5
 FND. 1/2" I.R.

SOUTH LINE SEC. 5
 263RD ST.

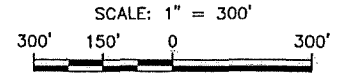
(SD-MI-064.511)
**RODNEY L. AND
 JOY A. HOHN**

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	52.86'	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	2790.61'	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	160.89'	S1'33'58"E
L35	36.08'	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			
PROJECT NO. 10395700		MINNEHAHA COUNTY SOUTH DAKOTA	
DRAWN BY: ARC DATE: 08/07/15		DWG. NO. SD-MI-061.511	
CHECKED BY: EFG DATE: 08/07/15		SD-MI-063.511	
SCALE: 1" = 300'		APP.:	
REV. 0 09/02/15 ARC USE/ACQUISITION		REV. 0	
WOOD GROUP MUSTANG, INC. SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145			

FILE: R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94--PROPERTY_PLAT\SD\T101N\MINNEHAHA\SD-MI-061.511.dwg PLOT DATE: 9/2/2015 BY: FONTENOT, SHAWN

MINNEHABA 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.

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SHEET 3 of 4

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

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\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY-PLAT\SOUTH DAKOTA\MINNEHAHA\SD-MI-061.511.dwg PLOT DATE: 9/2/2015 BY: FONTENOT, SHAWN

SHEET 4 of 4



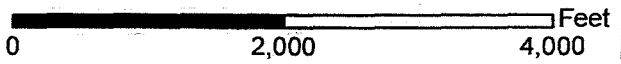
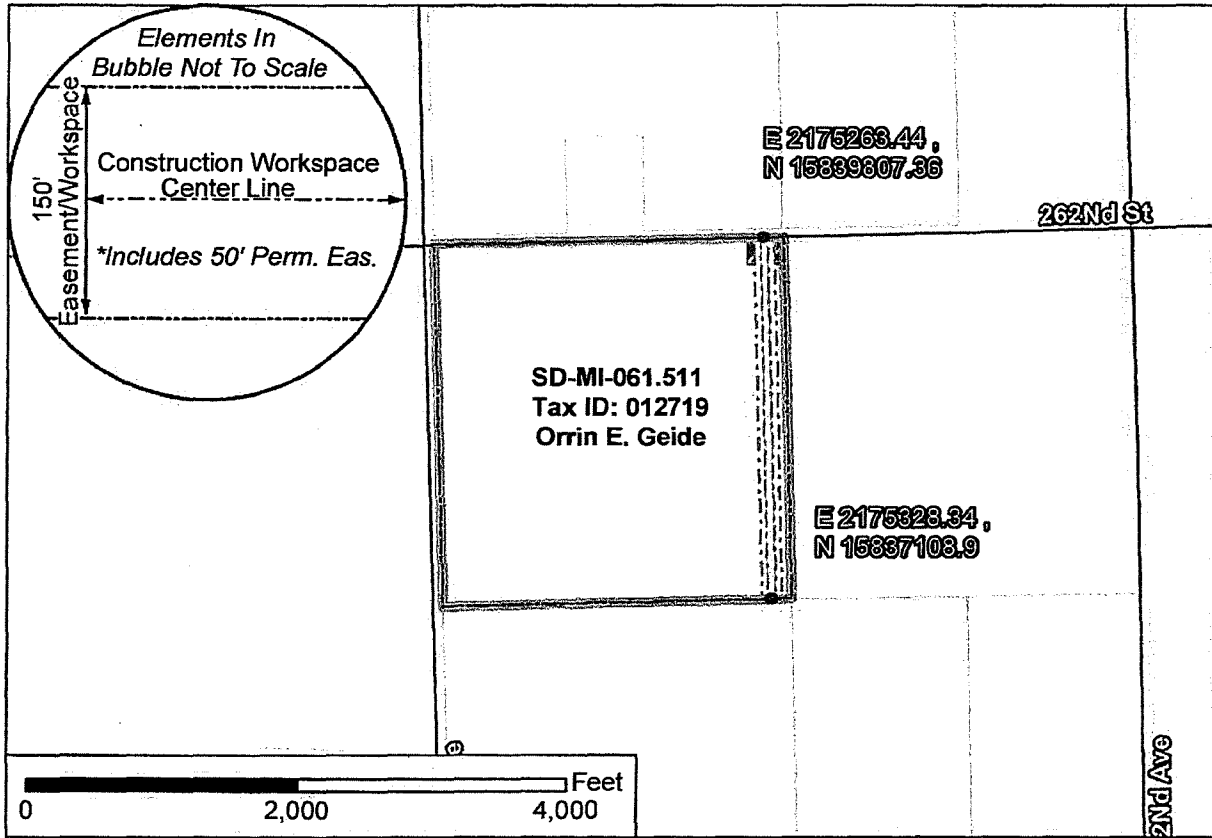
				 DAKOTA ACCESS, LLC	
0	08/02/15	ARC	USE/ACQUISITION	EFG	PROPOSED 50-FOOT EASEMENT ORRIN EARLE GEIDE
REV.	DATE	BY	DESCRIPTION	CHK.	
PROJECT NO. 10395700				MINNEHAHA COUNTY SOUTH DAKOTA	
 WOOD GROUP MUSTANG, INC. SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7415				DRAWN BY: ARC	DATE: 08/07/15
				CHECKED BY: EFG	DATE: 08/07/15
				SCALE: N.T.S.	APP.:
				SD-MI-061.511	0
				SD-MI-063.511	

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

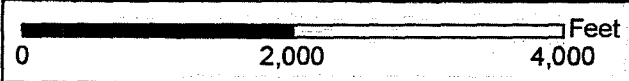
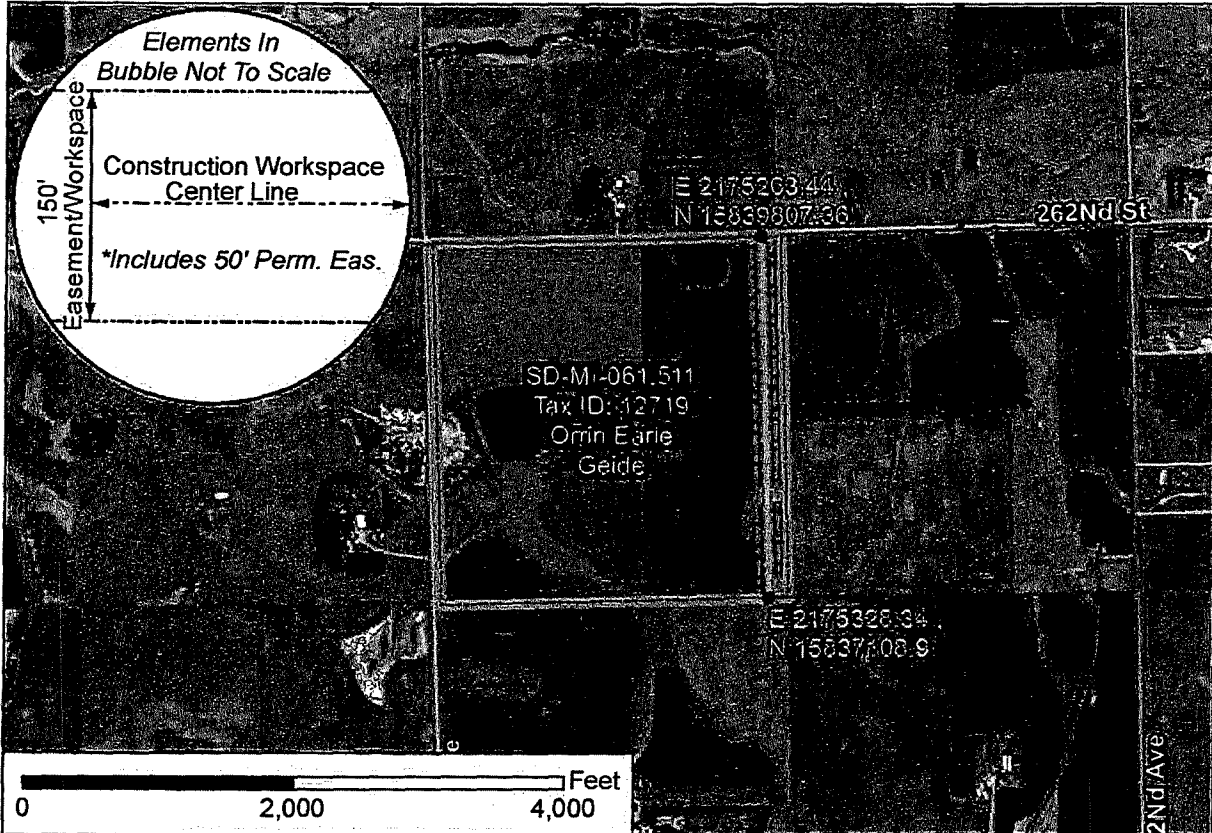
Proposed Pipeline Easement Across:
 Orrin E. Geide

- 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




DAKOTA ACCESS, LLC
 An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
 Orrin E. Geide

Tract No.: SD-MI-061.511

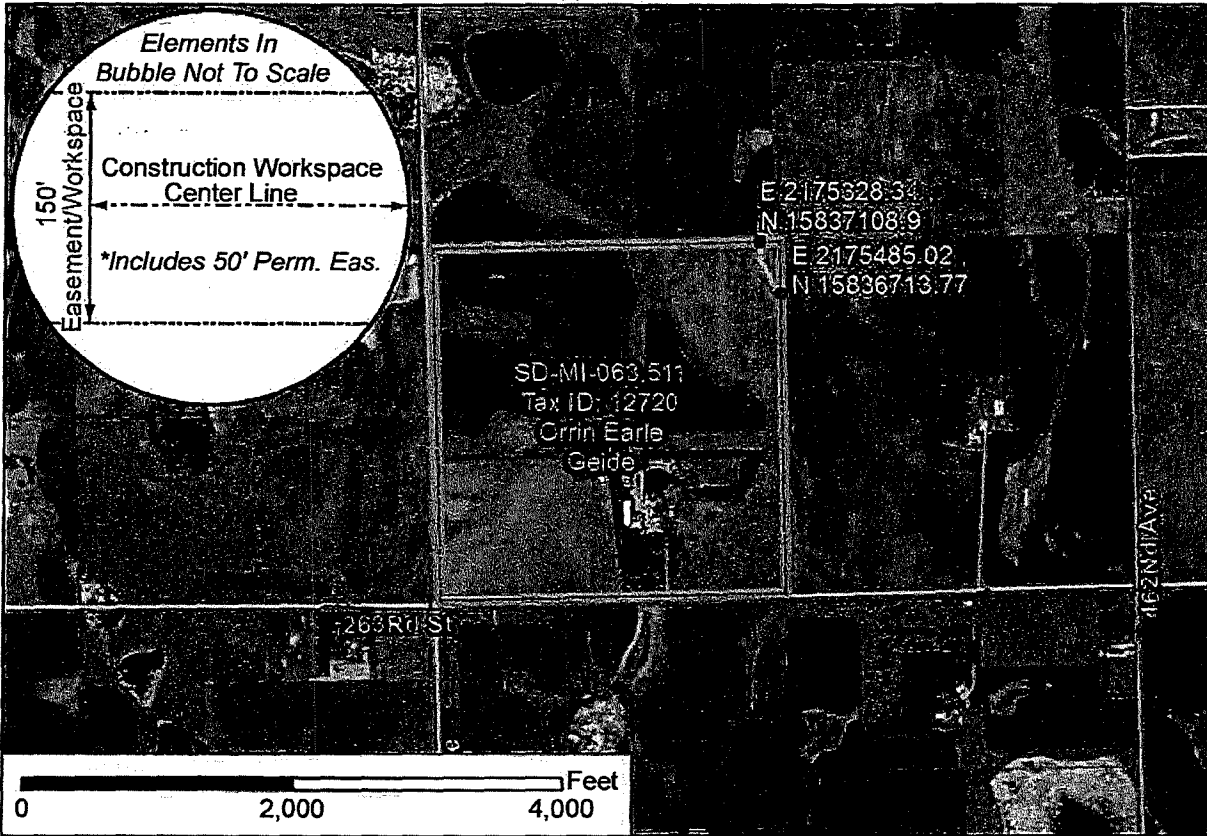
- Entry & Exit
-  Temporary Easement - Workspace
-  Property Boundaries
-  Additional Temporary Easement - Workspace
-  Proposed Permanent Easement
-  Adjacent Property Boundaries

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



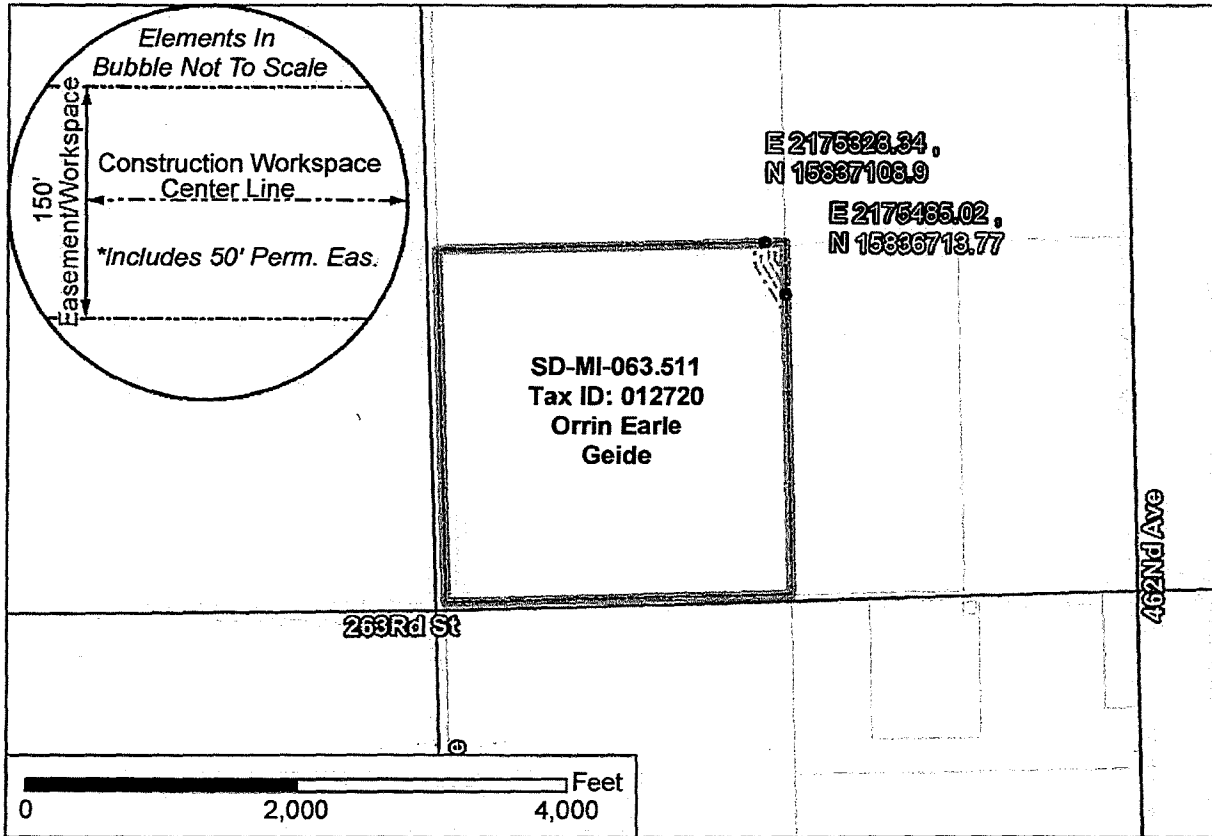
<p>ROW Length: 438.04 Ft = 26.55 Rods Proposed Permanent Easement: 0.5 AC Temp Easement/ Workspace: 1 AC Add Temp Easement/ Workspace: 0.09 AC</p> <p>Linear/Areal Calc = NAD 1983 UTM Zone 14N</p>		<p>DAKOTA ACCESS, LLC An ENERGY TRANSFER Company</p>
<p>Tract No.: SD-MI-063.511</p>		<p align="center">Proposed Pipeline Easement Across: Orrin Earle Geide</p>

- 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

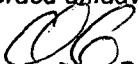
Tract No.: SD-MI-063.511



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

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.

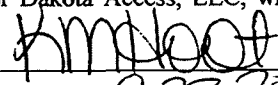
DATED this 6th day of September 2017.


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



R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\AS-BUILT\AS-BUILT SOUTH DAKOTA\MINNEHAHA\9-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

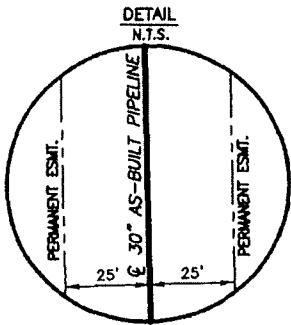
NOTES:

- 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, USSF DETERMINED THROUGH THE USE OF OPUS 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.

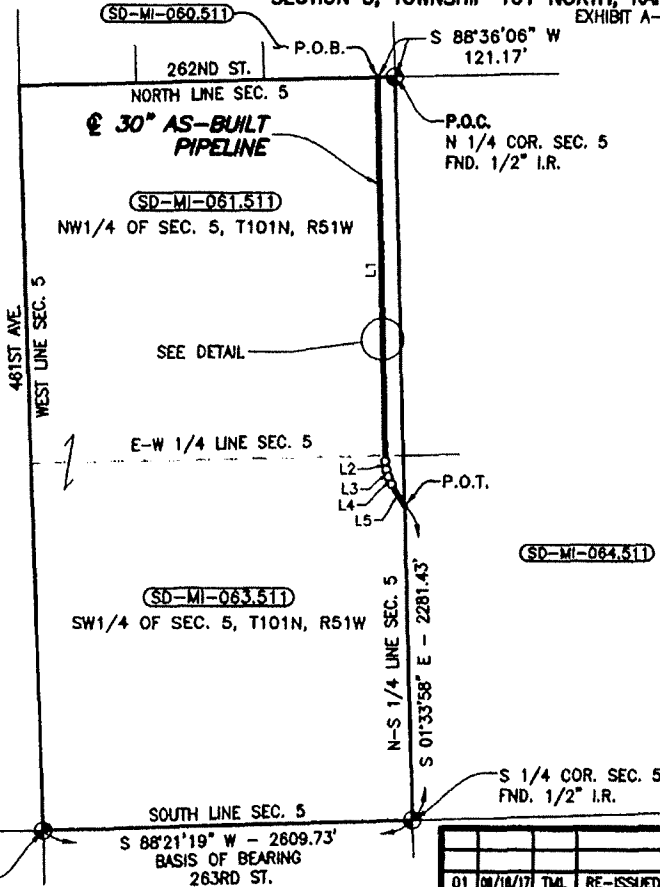
SHEET 1 OF 2



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	59.18'	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.)



01	09/18/17	TML	RE-ISSUED FOR AS-BUILT WITH CERTIFICATION	RAL
00	10/27/16	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				

DAKOTA ACCESS, LLC			
30° AS-BUILT PIPELINE NW1/4 AND SW1/4 OF SEC. 5, T101N, R51W			
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	

3 OF 4

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

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: R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\84-PROPERTY\PLANS-BUILD\103957\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		09/18/17	TML	RE-ISSUED FOR AS-BUILT WITH CERTIFICATION	RAL
00		10/27/16	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 SOUTH DAKOTA DAKOTA ACCESS, LLC 30" AS-BUILT PIPELINE NW1/4 AND SW1/4 OF SEC. 5, T101N, R51W		
DRAWN BY: DV		DATE: 04/28/16		DWG. NO.	
CHECKED BY: JHY		DATE: 10/27/16		SD-MI-061.511	
SCALE: N.T.S.		APP.: CH		SD-MI-063.511	
					01