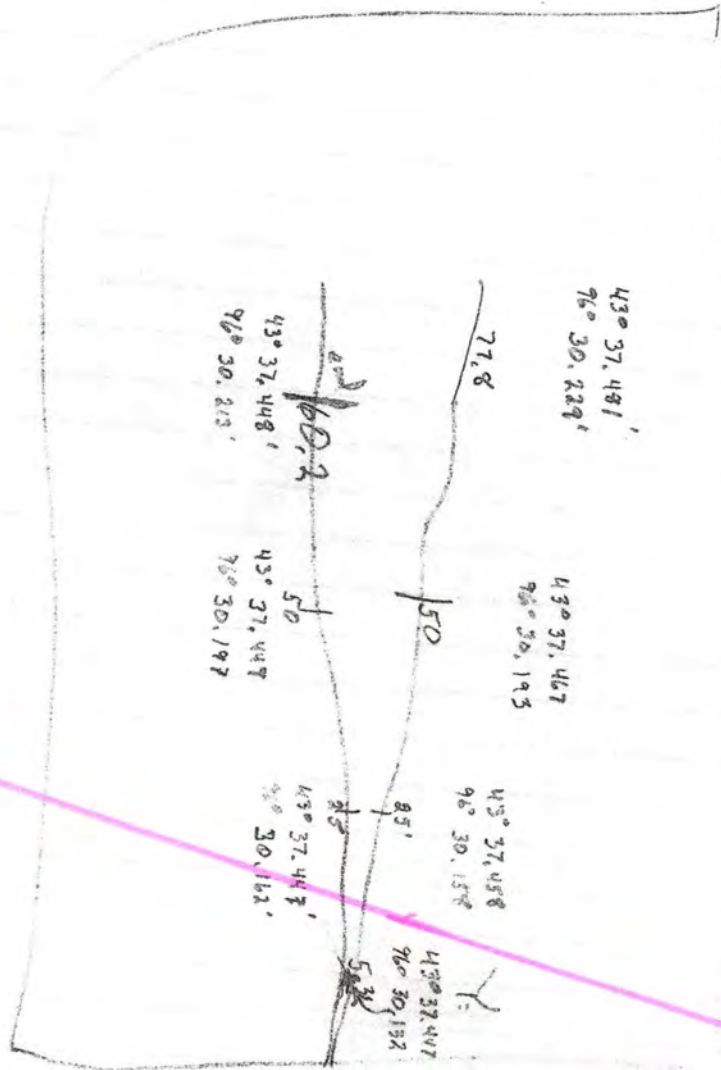


Those 2 sheets 80a



#3

Does across our file
17 times if it follows
the map

it would go 1/2 mile along East we own.

#4



AB Excavation, Inc.

Alan Bruggeman
2518 160th St.
Rock Rapids, IA 51246
712-472-2705



①

Name: Erickson Farm INC Date: 6-20 20

DATE	DESCRIPTION	HOURS	RATE	TOTAL
	Red Rock top sec 29			
	2293 ft 5"		1 ⁶⁰	3668 ⁸⁰
	1- 6" outlet			100 ⁻
	1- tee hookup			50 ⁻
	SD sales tax			46 ⁹⁵
	Excise tax			78 ⁹⁰
	So of Johns House			
	to dug out			
	thank			
	you			

A finance charge of 1.5% per month (18% annual) will be added to all accounts 30 days past billing date.

TOTAL DUE 3944⁶⁵

Loon Con, Inc.

(2)

PO Box 98--Wilmont, MN 56185

Office: 507-926-5368-----Fax: 507-926-5444-----Mobile: 507-370-1676

Erin Nicks

Arnold Erickson

NW1/4 of the NW1/4 & S1/2 of NW1/4

Section 20

Red Rock Township

Minnehaha County

2013

already pd

Private Tile

	<u>4"</u>	<u>5"</u>	<u>6"</u>
Br. 13	46'		
14	287'		
15	433'		
16	1010'		
17	972'		
18	759'		
19	697'		
20	436'		
21	632'		
22	1612'	1140'	
23	1579'	280'	
24	302'		
26	88'		
27	113'		
28	583'		
29	913'		
30	637'		
31	540'		296'
32	609'		
33	591'		
34	746'		
35	367'	668'	476'
36	481'		
37	982'		
38	798'		
39	328'		
40	1006'		
41	1047'		
42	325'		
43	405'		
44	900'		
45	876'		
46	265'		

2

	<u>4"</u>	<u>5"</u>	<u>6"</u>	
Br. 47	250'			
48	121'			
49	262'			
50	498'			
51	504'			
Totals:	23000'	2088'	772'	
23000' - 4" Plastic Tile Installed @ 1.41				32430.00
2088' - 5" Plastic Tile Installed @ 1.65				3445.20
772' - 6" Plastic Tile Installed @ 2.06				1590.32
27 - Connections to New 4-6" Plastic @ 15.00				405.00
One Calls #131620412 & 131620414				20.00
			Subtotal:	37890.52
25860' - Volume Discount @ .10				- 2586.00
			Subtotal:	35304.52
SD Excise Tax				720.57
			Total Due:	\$ 36025.09

We Thank You For The Job! If you have any questions, please call.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payments as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Loo Con, Inc.

PO Box 98

Wilmont, MN 56185

Feb 25, 2014

3

Final Bill For: Army Erickson

Red Rock Township Mains

15" Main "A" in Nelson's - \$48691.06	9.5% - 4625.65
15" Main "A" in Boucher's (15", Fittings, & Rock Exc.) - \$39424.42	9.6% - 3784.74
12" Main "C" in Boucher's - \$3230.15	12.9% - 416.69
12" Main "C" in Dawley's - \$6669.07	15.7% - 1047.04
12" Main "C" in M. Liesters - \$9314.30	12.7% - 1182.92
8" Main "C" in M Liester's - \$4293.50	24.0% - 1030.44
8" Main "C" in Dawley's 17 - \$688.20	24.2% - 166.54
8" Main "C" in Alvin Erickson's - \$887.90	40.3% - 357.82
8" Main "M" in Alvin Erickson's - \$1873.80	25.1% - 470.32
6" Main "N" in Alvin Erickson's - \$2678.60	24.6% - 658.94
6" Main "N" in Army Erickson's - \$3881.04	80.1% - 3108.71

Subtotal \$ 16,849.81

Excise Tax \$ 343.90

Subtotal \$ 17,193.71

Adjustment from 02-25 Revision \$ 201.48

Adjustment due to estimated percentages and rounding to the nearest 10th \$ 469.80

Total due to coincide with agreed upon 02-25 revision \$ 17,864.99

pd
2/25/14

1817

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payments as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Loo Con, Inc.

4

PO Box 98--Wilmont, MN 56185

Office: 507-926-5368-----Fax: 507-926-5444-----Mobile: 507-370-1676

Arnold Erickson
NW1/4 of NW1/4 & S1/2 of NW1/4 Section 20
Red Rock Township
Minnehaha County
2013

Build Waterway

1870' - Construct waterway @ 2.50 per ft	4675.00
SD One Call #132380342	20.00

Erin Nichols

Subtotal: 4695.00

SD Excise Tax 95.82

Total Due: \$ 4790.82

We Thank You For The Job! If you have any questions, please call.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payments as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

5

80a from Jim

47913

Kellenberger Farms

Customer's
Order No.

Date 12-8-04

Name ~~Army~~ Erickson

Address 1021 1134 Steed MD 56173

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MOSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	PRICE	AMOUNT
12-6-04	Tile 5" 2472 Ft	\$1.15	2842.80
(1)	Steel Pipe 10 Ft cut 1/2	\$36	36 -
(2)	Animal Guard No Drills	\$16.20	32.40
(5)	Caps	\$2.10	10.50
(1)	Y	\$4.68	4.68
	No charge for BACKHoe	-	-
	Your share for outlet	-	-
	By Highway	\$500	500 -
12-7-04	Tile 5" 1236 Ft	\$1.15	1421.40
(1)	CAP	\$2.10	2.10
	Total		4,849.88
	Thanks		

ALL claims and returned goods MUST be accompanied by this bill.

Rec'd by

AB Excavation, Inc.

Alan Bruggeman
2518 160th St.
Rock Rapids, IA 51246
712-472-2705



Name: Arnie Erickson Date: 6-20 20

DATE	DESCRIPTION	HOURS	RATE	TOTAL
5-20	Red Rock top sec 29			
	1626 ft 8"	3-		4875
	5781 ft 6"	1 ⁹⁰		10,983 ⁹⁰
	3405 ft 5"	1 ⁶⁰		5448
	13 tee hookups	50		650
	1/2 Road cross			200
	1-6" Inlet			150
	1-8" outlet			125
	SD sales tax			355 ⁰¹
	Excise tax			465 ¹⁴
	East + South of Denis Corner Piece			

A finance charge of 1.5% per month (18% annual) will be added to all accounts 30 days past billing date.

TOTAL DUE 23,255 ¹³

AB Excavation, Inc.

Alan Bruggeman
2518 160th St.
Rock Rapids, IA 51246
712-472-2705



Name: Arnie Erickson Date: 6-20 20

DATE	DESCRIPTION	HOURS	RATE	TOTAL
5-22	Red Rock top sec 19			
	1225 ft 5"		1 ⁶⁰	1960
	4 tee hookups		50	200
	Road crossing			350
	50 ft 6" DW		2-	100
				10
	SD sales tax			29 ⁴²
	Excise tax			53 ⁸²
	North of House			
	thank you			

A finance charge of 1.5% per month (18% annual) will be added to all accounts 30 days past billing date.

TOTAL DUE 2693 ³⁴

	Tiling Invoices			15-Mar-23
	Arny Erickson			
	Kay Burkhart			
1	Receipt for John's house to dug out	\$3,945.00	6/20/2020	
2	Receipt for Emil Nick's	\$36,025.09	2/25/2014	
3	Receipt for shared main lines	\$17,864.99	2/25/2014	
4	Receipt for Waterway	\$4,790.82	2013	
5	Receipt for all tile on Jim's	\$4,849.88	12/8/2004	
6	Receipt for tile in Quarter by John's	\$23,255.00	6/20/2020	
	Total	\$90,730.78		
7	Receipt for Tile from North 80 that drains into above tile	\$2,693.00	6/20/2020	
	Total installed value affected by CO2 Pipeline	\$93,423.78		
	Tile greatly impacts the profitability of our farming operation			
	Other tile (not affected by CO2 pipeline)			
8	Al's 60	\$12,377.00		
9	Bev's	\$9,937.00		
10	Rollag's	\$25,389.00		
11	NW of our house	\$10,729.00		
12	Reckhemmers S of Bly's	\$2,992.00		
13	Carlson's with Dave Fick	\$9,298.00		
14	Sanford's (Tony)	\$2,824.00		
15	Sweetman's thru Rechkemmers	\$5,696.00		
16	Rechkemmers up to Bly's	\$2,992.00		
17	Helen's So of Aaron's	\$2,935.00		
18	Al's west by Bob J	\$4,417.00		
19	Elaine and Denis East of Aaron's	\$7,915.00		
20	Alex's 40 owned by Arny and Kay S of Aaron's	\$2,300.35		
		\$99,801.35		



HEARTLAND
GREENWAY

EXHIBIT A

Arnold Erickson
HGS-SD-MI-1-058.001
Minnehaha County, SD

1-058.001

This exhibit is a mapping sketch
descriptive only of the size, shape
and location of corridor and does
not constitute a plat or survey of
the tract shown. For informational purposes only.

SUMMARY






PROPOSED LENGTH

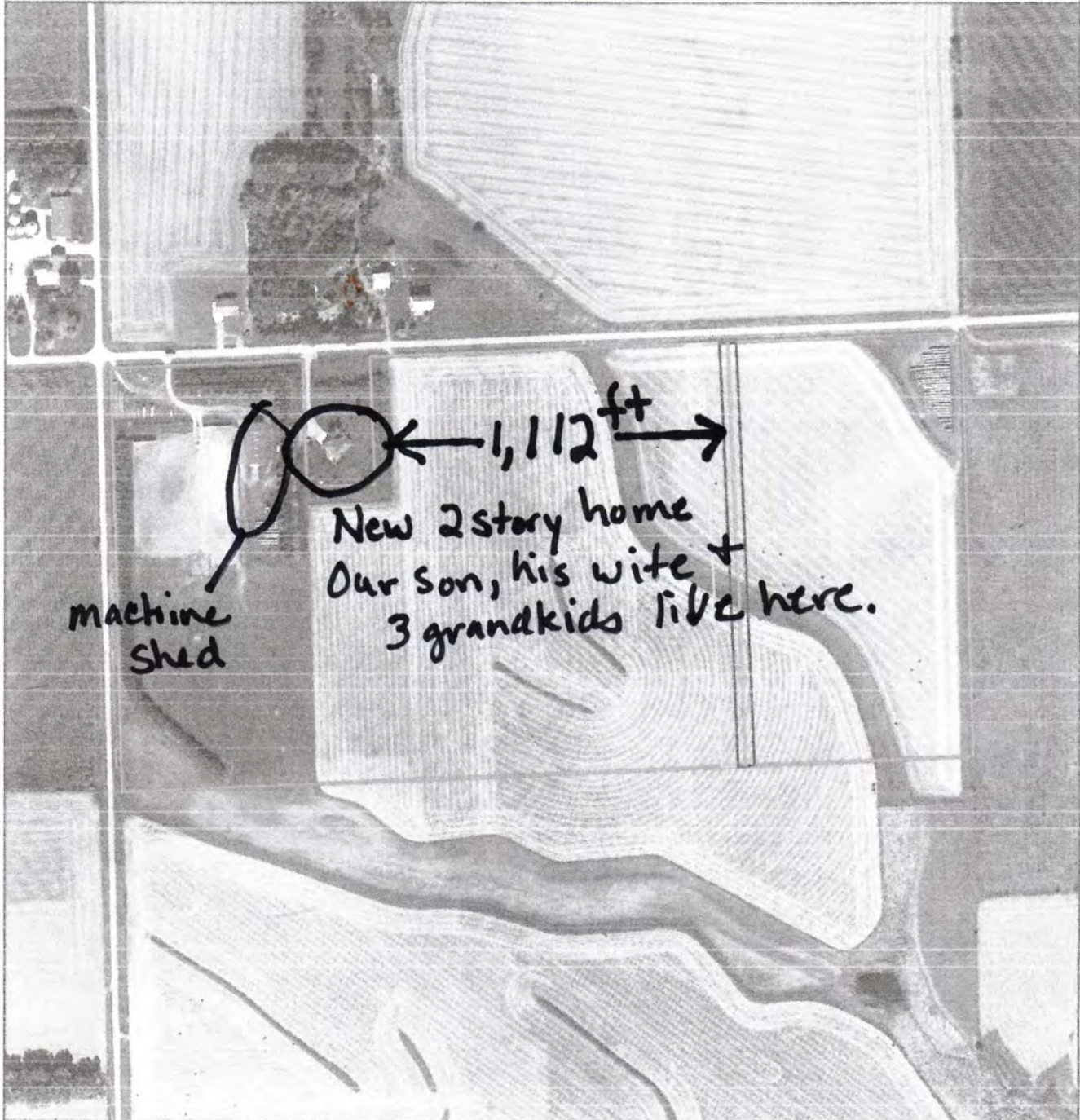
1,286.49 Feet
77.96 Rods

PROPOSED ACREAGE

1.48 Permanent Easement Acres
1.48 Temp Workspace Acres
0.23 ATWS Acres

LEGEND

-  Easement Centerline
-  Permanent Easement
-  TWS
-  ATWS
-  Tracts



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023



HEARTLAND
GREENWAY

EXHIBIT A

Arnold Erickson
HGS-SD-MI-1-055.000
Minnehaha County, SD

1-055.000

This exhibit is a mapping sketch
descriptive only of the size, shape
and location of corridor and does
not constitute a plat or survey of
the tract shown. For informational purposes only.

SUMMARY






PROPOSED LENGTH

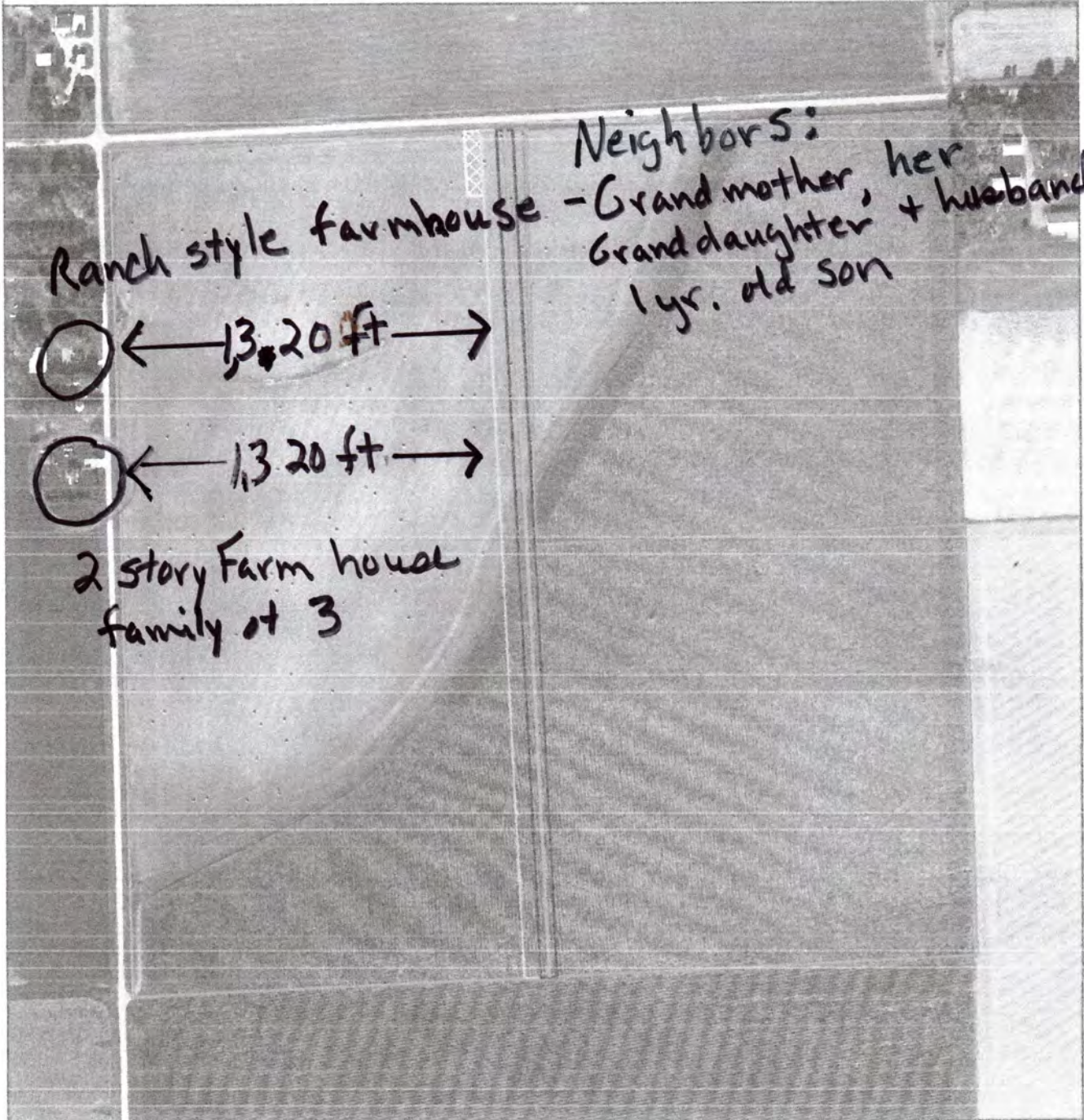
2,606.19 Feet
157.95 Rods

PROPOSED ACREAGE

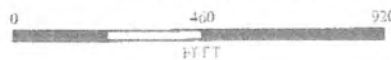
2.99 Permanent Easement Acres
2.99 Temp Workspace Acres
0.23 ATWS Acres

LEGEND

-  Easement Centerline
-  Permanent Easement
-  TWS
-  ATWS
-  Tracts



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023



EXHIBIT A
Arnold Erickson
HGS-SD-MI-1-059.001
Minnehaha County, SD

1-059.001

This exhibit is a mapping sketch descriptive only of the size, shape and location of corridor and does not constitute a plat or survey of the tract shown. For informational purposes only.

SUMMARY

PROPOSED LENGTH
1,307.65 Feet
79.25 Rods

PROPOSED ACREAGE
1.50 Permanent Easement Acres
1.16 Temp Workspace Acres
0.46 ATWS Acres

LEGEND

- Easement Centerline
- Permanent Easement
- TWS
- ATWS
- Tracts



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023



EXHIBIT A
Arnold Erickson
HGS-SD-MI-1-056.000
Minnehaha County, SD

1-056.000

This exhibit is a mapping sketch descriptive only of the size, shape and location of corridor and does not constitute a plat or survey of the tract shown. For informational purposes only.

SUMMARY

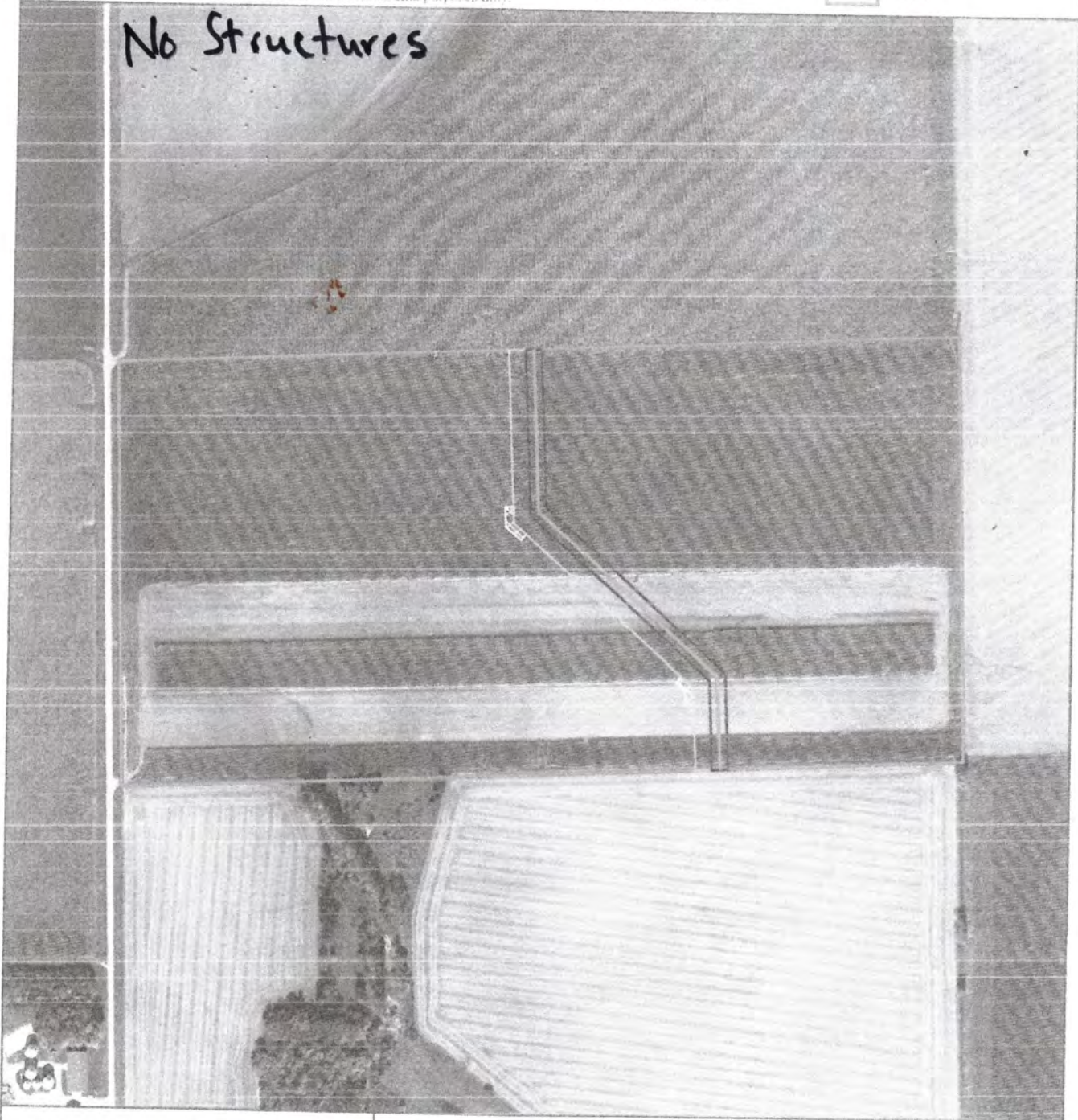
PROPOSED LENGTH
1,532.26 Feet
92.86 Rods

PROPOSED ACREAGE
1.76 Permanent Easement Acres
1.76 Temp Workspace Acres
0.11 ATWS Acres

LEGEND

- Easement Centerline
- Permanent Easement
- TWS
- ATWS
- Tracts

No Structures



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023

From: [Kay and Arny](#)
To: [Jordan Custer](#)
Subject: Drain Tile easement and maps on our parcels
Date: Wednesday, March 15, 2023 4:14:20 PM

Jordan,

Here is the drain tile easement for the tile that runs thru all four parcels that the pipeline will go thru. The maps are included but hard to read.

Thanks

Kay Burkhart

Arny Erickson

48494 260th Street

Valley Springs, SD

605-201-8838

308(29808)

This Instrument Prepared By:
Glenn J. Boomsma
Breit Law Office, P.C.
606 E. Tan Tara Circle
Sioux Falls, SD 57108
(605) 336-8234



Recorded Nov 19, 2012 at 12:20 o'clock
In Book 272 of Misc. on Page 526
Julie D. Bisty, Register of Deeds
Minnehaha County, South Dakota

By Broun Deputy Boomsma

R234259

DECLARATION OF PERMANENT EASEMENT

THIS DECLARATION OF PERMANENT EASEMENT, is made this 14th day of November, 2012, by and among the following parties: (1) David Johanson and Anna Johanson, husband and wife, whose address is 25817 486th Avenue, Valley Springs, South Dakota 57068 (hereinafter "Johanson"); (2) Ruth H. Beck, as Trustee of the Ruth H. Beck Living Trust, whose address is P.O. Box 205, Batavia, Illinois 60510 (hereinafter "Beck Living Trust") (3) Janis Tietz, as personal representative of the estate of Francis E. Karli, whose address is 7441 W. 100th Street Circle, Bloomington, Minnesota 55438 (hereinafter "Karli") (4) Trev M. Dawley and Barbara A. Dawley, husband and wife, whose address is 48555 259th Street, Valley Springs, South Dakota 57068 (hereinafter "Dawley"); (5) Mark P. Liester and LaVonne Liester, husband and wife, whose address is 25879 486th Avenue, Valley Springs, South Dakota 57068 (hereinafter "Liester"); (6) Daniel J. Nelson, an individual whose address is 48680 260th Street, Valley Springs, South Dakota 57068 (hereinafter "Nelson"); (7) Alvin Erickson and Valerie Erickson, husband and wife, whose address is 3745 W. 56th Street, Kearney, Nebraska 68845 (hereinafter "Erickson"); (8) Arnold Erickson and Kay Burkhart, whose address is 48494 260th Street, Valley Springs, South Dakota 57068 (hereinafter "Erickson/Burkhart"); (9) April Rae Boucher, an individual whose address is 26613 Tucker Dr., Brandon, South Dakota 57005 (hereinafter "Boucher"); (10) Eileen M. Jacobson, whose address is 1005 Magnolia Drive,

Brandon, South Dakota 57005 (hereinafter "Jacobson"); (11) James E. Andersen and M. Jane Andersen, husband and wife, whose address is 25909 485th Avenue, Valley Springs, South Dakota 57068 (hereinafter "Andersen"); and (12) Chad Jones, whose address is 25845 486th Avenue, Valley Springs, South Dakota 57068 (hereinafter "Jones", and collectively with all parties hereto, the "Declarants"). As used in any context herein, the term "Declarants" shall always mean and include the Declarants and their heirs, representatives, successors, assigns, grantees and tenants.

W I T N E S S E T H:

WHEREAS, Declarants are the owners of adjacent parcels of real property located in Sections 16, 17, 19, 20 and 21, Township 102, Range 47 West of the 5th P.M., Minnehaha County, South Dakota, the legal descriptions and ownership of which are set forth on Exhibit A, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, substantially all of the Property is suitable for crop farming and related agricultural uses, and the Declarants mutually desire to enhance the usefulness and value of the Property through installation of an agricultural land drain tile system and any related facilities (the "System"). It is agreed that the System is intended to divert primarily surface water throughout the Property in a southeasterly direction and outlet in the creek which is within or adjacent to the Nelson property (the "Outlet"). A diagram of the System is set forth on Exhibit B, attached hereto and incorporated herein by this reference.

WHEREAS, the System is comprised of drain tile lines which are hereinafter referred to as either a "Trunk Line" or a "Feeder Line." There is a Trunk Line which acts as the main drain tile line. Section maps identifying the Trunk Line are attached hereto as Exhibit C and incorporated herein by this reference. A Feeder Line is a minor drain tile line or system of minor

drain tile lines that ultimately attach and carry water into the Trunk Line.

WHEREAS, Declarants desire to create a permanent easement for the System and establish the terms, conditions, provisions and obligations for the purchase, use and maintenance of the System;

NOW, THEREFORE, in consideration of the foregoing premises, including the mutual benefits to the Property and the Declarants, for themselves, their successors, transferees and assigns, hereby declare the following:

1. Grant of Permanent Easement. Declarants hereby grant a permanent and non-exclusive easement upon the Property and among all parcels of real property contained therein, whereby by all owners thereof shall share rights, privileges, and obligations of the System pursuant to this Easement (the "Easement").
2. Duration. The Easement granted herein shall be a perpetual easement.
3. Easement to Run With the Land. The Easement granted herein shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, representatives, successors, assigns and tenants.
4. Payment Obligation of Declarants for Trunk Line. The obligations for the construction and installation cost of the Trunk Line are agreed to be divided among the Declarants in the following percentages of the Trunk Line cost (the "Trunk Line Cost"):

<u>Declarant</u>	<u>Percentage of Trunk Line Cost Obligation</u>
Johanson	X%
Beck Living Trust	X%
Karli	X%
Dawley	X%
Liester	X%
Nelson	X%
Erickson	X%
Erickson/Burkhart	X%

Boucher	X%
Andersen	X%
<u>Jones</u>	<u>0%</u>
Total	100%

The Declarants acknowledge and agree that the Trunk Line Cost has been estimated to be \$182,388.56, in accordance with the estimate set forth on Exhibit D, attached hereto and incorporated herein by this reference (the "Estimate"). In the event the Trunk Line Cost exceeds the Estimate or any part thereof, then each of the Declarants shall be responsible for additional payment of their pro-rata share of such amount in the percentages set forth above. The Declarants acknowledge and agree that until the System is installed to their mutual satisfaction and deemed to be fully operational, it is difficult to ascertain and agree upon fair and reasonable Trunk Line Cost Percentage Obligation for each Declarant as set forth in the above schedule. Therefore, the Declarants hereby covenant and agree to negotiate and determine the foregoing Percentage Obligations in a timely manner, and in good faith, upon completion of the System. The Declarants further covenant and agree to execute and deliver an addendum to this Easement which shall specify and memorialize the agreed upon Percentage Obligations.

5. Payment Obligation of Declarants for Feeder Lines. The obligation for the construction and installation cost of any Feeder Line, whether part of the original System or later added, shall be the responsibility of the Declarant who owns the Property where any such Feeder Line (or part thereof) is situated.

6. Effect of Easement; Maintenance Obligations; Additional System Lines; Default.

a. Use and Effect of Easement. The use, force and effect of the easements and related rights and obligations created under this Easement shall be perpetual and permanent, and held in common, be binding upon or inure to the benefit of the Declarants, all subsequent owners of any of the Property, their successors, assigns, grantees and tenants of the Property, during the

term of any such tenancy. Any conveyance, transfer, sale, assignment, lease or sublease made by a Declarant of a parcel or any portion thereof of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Easement, including, but not limited to all the covenants, conditions, restrictions, limitations, grants of easements, rights, rights of way and equitable servitudes contained herein.

b. Maintenance Obligations of Declarants. The Declarants, on their own behalf and on behalf of their heirs, representatives, successors, assigns, grantees and tenants, hereby agree to divide all maintenance and repair obligations, costs and expenses of the Trunk Line in accordance with the same allocation as the Trunk Line Cost set forth in Section 4. Such obligations include without limitation: (i) ordinary maintenance and repair; (ii) maintenance and repair caused by any Feeder Lines overwhelming the System; (iii) maintenance and repair required to modify the System to add more volume and capacity to the System for any reason; (iv) flood damage and/or crop damage caused by System failure for any reason. Provided, however, that any maintenance, repairs or other liabilities incurred as a result of the gross negligence or intentional conduct of the Declarant(s) or their agents or guests shall be paid solely by the responsible Declarant(s).

All ordinary maintenance and repair of a Feeder Line shall be the sole responsibility of the Declarant who owns the property where the affected Feeder Line is situated. Provided, however, that any maintenance or repair to any Trunk Line caused by any Feeder Lines overwhelming the System shall be paid by Declarants in the same allocation as the Trunk Line Cost set forth in Section 4.

It is further agreed that no structures of any kind may be constructed upon, over or below the System that would restrict reasonable access for maintenance.

c. Additional Feeder Lines. Declarants may modify the System in order to install or construct additional Feeder Lines ("Additional Feeder Lines") without the consent of any other Declarants. No Additional Feeder Lines shall be considered a part of the Trunk Line. The Declarant installing such Additional Feeder Lines shall be solely responsible for all costs and expenses of construction and installation of the same. Maintenance and repair obligations of Additional Feeder Lines are set forth in Section 6 (b.) above.

d. Default. In the event that a Declarant shall fail or refuse to maintain or repair the System facilities in accordance with this Easement, and after the expiration of ten (10) business days of a written notice of default and/or demand to repair, any other Declarant(s) shall have the right, but not the obligation, to perform or cause to be performed such maintenance and repairs, in which event the Declarant(s) performing such maintenance and repairs shall be entitled to reimbursement of actual and commercially reasonable expenses incurred, including reimbursement of reasonable attorney's fees and collection costs.

7. Grant of Access Rights; Crop Damage. Declarants hereby agree that this Easement provides a perpetual right-of-way and easement for the System and Additional Feeder Lines and which shall include access for construction, operation, maintenance, repair, replacement, alteration, inspection of all System facilities either above or below ground, with the right of ingress and egress therefor upon, over and across all of the Property. No Declarant may be denied access to the System located on another Declarant's property in the event such Declarant fails to maintain, repair or replace the System facilities located on its property as required under this Easement. In the event any of the foregoing maintenance activities on the original System results in damage to growing crops of any kind, then all the Declarants shall share in such crop damage by compensating the damaged Declarant in an amount equal to the

reasonable value of such crop damage. Such compensation shall be payable by the Declarants in the same allocation as the Trunk Line Cost set forth in Section 4. No such compensation shall be awarded or payable which arises from any Declarant's or its agents own intentional actions or gross negligence causing crop damage.

8. Indemnification. Declarants agree to indemnify and hold each other harmless from any loss, liability, claim, damage or expense (including, without limitation, legal fees) ("Legal Liability") to the extent such Legal Liability arises from or is based upon the breach of any of the agreements or covenants made by Declarants herein. Declarants further agree that in the event one or more Declarants are subject to Legal Liability due to the general purpose and effect of the System, including without limitation the location and effect of the Outlet, then all Declarants shall share in said Legal Liability in the same allocation as the Trunk Line Cost set forth in Section 4.

9. Recitals. The recitals and whereas provisions set forth herein constitute an integral part of this Easement and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.

10. Governing Law; Forum. This Easement and all obligations created hereunder or required to be created hereby shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota. All actions or proceedings arising directly or indirectly from this Easement shall be litigated only in the Second Judicial Circuit, Minnehaha County, South Dakota.

11. Severability. The parties agree that if any part, term, paragraph or provision of this Easement is in any manner held to be invalid, illegal, void or in any manner unenforceable, or to be in conflict with any law of the State of South Dakota, then the validity of the remaining

portions or provisions of this Easement shall not be affected, and such part, term paragraph or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Easement to the maximum extent permitted by law.

12. Entire Easement; Amendment; Waiver. This Easement contains the entire agreement of the parties and supersedes all prior written and oral agreements. It may not be changed orally but only by an agreement in writing signed by all Declarants. A waiver of any term or provision shall not be construed as a waiver of any other term or provision or as a waiver of subsequent performance of the same provision of this Easement.


13. Notices. All notices required to be given by this Easement shall be made in writing either by (i) personal delivery to the party requiring notice and securing a written receipt; or (ii) mailing notice in the United States mail to the last known address of the party requiring notice, by certified mail, return receipt requested or via UPS/FedEx. If mailed, the date post-marked for delivery shall be deemed to be the date of delivery.

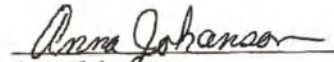
14. Construction; Drafting Presumption. This Easement and all of the words, terms and provisions hereof shall be construed in accordance with their usual and ordinary meanings and not in favor of or against either party hereto. As required by the context in the construction of this Easement, pronouns of the masculine gender shall be deemed to include the feminine gender, and words and phrases in the singular shall be deemed to include the plural, and vice versa. The Declarants agree that they participated in the drafting of this Easement and, in the event that any dispute arises in the interpretation or construction of this Easement, no presumption shall arise that any one party or another drafted this Easement.

(Remainder of Page Intentionally Left Blank - Signature Pages to Follow)

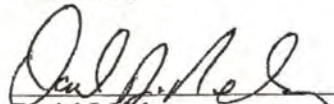
IN WITNESS WHEREOF, the Declarants have executed this easement the day and year

first above written.

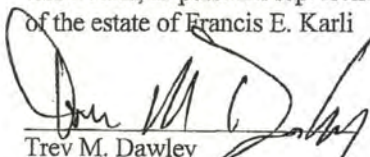

David Johanson

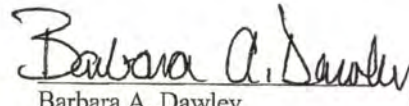

Anna Johanson

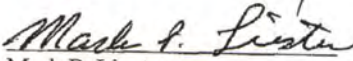
Ruth H. Beck, as Trustee of the
Ruth H. Beck Living Trust Agreement

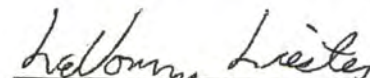

Daniel J. Nelson

Janis Tietz, as personal representative
of the estate of Francis E. Karli



Trev M. Dawley


Barbara A. Dawley

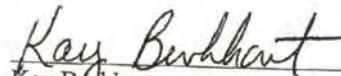

Mark P. Liester



LaVonne Liester

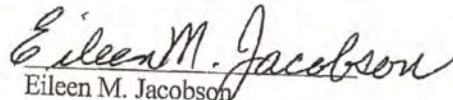
Alvin Erickson

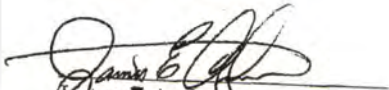

Arnold Erickson

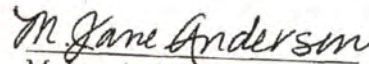
Valerie Erickson

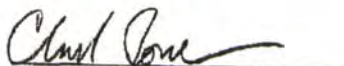

Kay Burkhardt


April Rae Boucher


Eileen M. Jacobson


James E. Andersen


M. Jane Anderson


Chad Jones

IN WITNESS WHEREOF, the Declarants have executed this easement the day and year
first above written.

David Johanson

Anna Johanson

Ruth H. Beck, Trustee

Ruth H. Beck, as Trustee of the
Ruth H. Beck Living Trust Agreement

Daniel J. Nelson

Janis Tietz, as personal representative
of the estate of Francis E. Karli

Trev M. Dawley

Barbara A. Dawley

Mark P. Liester

LaVonne Liester

Alvin Erickson

Valerie Erickson

Arnold Erickson

Kay Burkhart

April Rae Boucher

Eileen M. Jacobson

James J. Andersen

M. Jane Andersen

Chad Jones

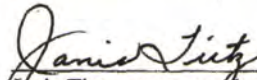
IN WITNESS WHEREOF, the Declarants have executed this easement the day and year
first above written.

David Johanson

Anna Johanson

Ruth H. Beck, as Trustee of the
Ruth H. Beck Living Trust Agreement

Daniel J. Nelson



Janis Tietz, as personal representative
of the estate of Francis E. Karli

Trev M. Dawley

Barbara A. Dawley

Mark P. Liester

LaVonne Liester

Alvin Erickson

Valerie Erickson

Arnold Erickson

Kay Burkhart

April Rae Boucher

Eileen M. Jacobson

James J. Andersen

M. Jane Andersen

Chad Jones

IN WITNESS WHEREOF, the Declarants have executed this easement the day and year
first above written.

David Johanson

Anna Johanson

Ruth H. Beck, as Trustee of the
Ruth H. Beck Living Trust Agreement

Daniel J. Nelson

Janis Tietz, as personal representative
of the estate of Francis E. Karli

Trev M. Dawley

Barbara A. Dawley

Mark P. Liester

LaVonne Liester

Alvin Erickson
Alvin Erickson

Valerie Erickson
Valerie Erickson

Arnold Erickson

Kay Burkhart

April Rae Boucher

Bileen M. Jacobson

James J. Andersen

M. Jane Andersen

Chad Jones

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the 9th day of November, 2012, before me, the undersigned officer, personally appeared David Johanson and Anna Johanson, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



[Signature]
Notary Public, South Dakota
My commission expires: 6-6-18

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the _____ day of November, 2012, before me, the undersigned officer, personally appeared Ruth H. Beck, known to me or satisfactorily proven to be Trustee of the Ruth H. Beck Living Trust Agreement, and acknowledged that she executed the same for the purposes therein contained in her capacity as Trustee.

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

<SEAL>

Notary Public, South Dakota
My commission expires: _____

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the _____ day of November, 2012, before me, the undersigned officer, personally appeared David Johanson and Anna Johanson, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

<SEAL>

Notary Public, South Dakota
My commission expires: _____

~~STATE OF SOUTH DAKOTA~~)
~~COUNTY OF MINNEHAHA~~)
ILLINOIS
KANE : SS.

On this the 14TH day of November, 2012, before me, the undersigned officer, personally appeared Ruth H. Beck, known to me or satisfactorily proven to be Trustee of the Ruth H. Beck Living Trust Agreement, and acknowledged that she executed the same for the purposes therein contained in her capacity as Trustee.

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

<SEAL>



Ruth H. Beck
Notary Public, ~~South Dakota~~
My commission expires: AUGUST 24, 2014

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the 09 day of November, 2012, before me, the undersigned officer, personally appeared Daniel J. Nelson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Alyssa Schultz
Notary Public, South Dakota
My commission expires: 7-13-17

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the _____ day of November, 2012, before me, the undersigned officer, personally appeared Janis Tietz, as personal representative of the estate of Francis E. Karli, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

<SEAL>

Notary Public, South Dakota
My commission expires: _____

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the _____ day of November, 2012, before me, the undersigned officer, personally appeared Daniel J. Nelson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

<SEAL>

Notary Public, South Dakota
My commission expires: _____

Minnesota
STATE OF ~~SOUTH DAKOTA~~)
 : SS.
Minneapolis
COUNTY OF ~~MINNEHAHA~~)

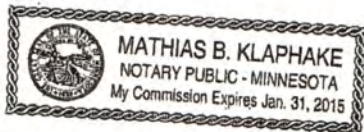
On this the 9 day of November, 2012, before me, the undersigned officer, personally appeared Janis Tietz, as personal representative of the estate of Francis E. Karli, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

<SEAL>

[Signature]

Notary Public, ~~South Dakota~~ *Minnesota*
My commission expires: 01/31/2015

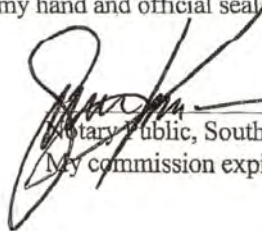


STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the 10th day of November, 2012, before me, the undersigned officer, personally appeared Trev M. Dawley and Barbara A. Dawley, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal

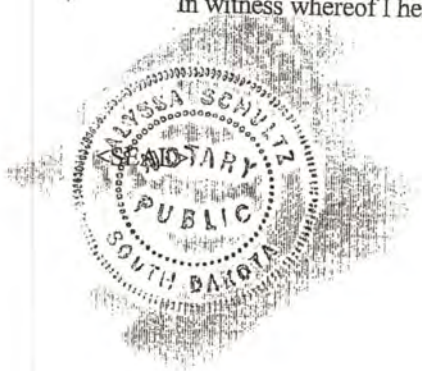


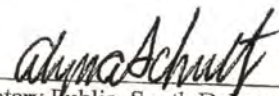

Notary Public, South Dakota
My commission expires: 6.6.18

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the 09 day of November, 2012, before me, the undersigned officer, personally appeared Mark P. Liester and LaVonne Liester, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

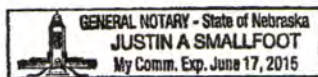



Notary Public, South Dakota
My commission expires: 7-13-17


Nebraska
STATE OF ~~SOUTH DAKOTA~~)
Buffalo : SS.
COUNTY OF ~~MINNEHAHA~~)

On this the 10th day of November, 2012, before me, the undersigned officer, personally appeared Alvin Erickson and Valerie Erickson, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



<SEAL>


Notary Public, ~~South Dakota~~ *Nebraska*
My commission expires: 6/17/2015

~~*Nebraska*
STATE OF ~~SOUTH DAKOTA~~)
Buffalo : SS.
COUNTY OF ~~MINNEHAHA~~)~~

~~On this the _____ day of November, 2012, before me, the undersigned officer, personally appeared Arnold Erickson and Kay Burkhart, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.~~

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

<SEAL>

~~Notary Public, ~~South Dakota~~ *Nebraska*
My commission expires: _____~~

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the _____ day of November, 2012, before me, the undersigned officer, personally appeared Alvin Erickson and Valerie Erickson, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

<SEAL>

Notary Public, South Dakota
My commission expires: _____

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the 09 day of November, 2012, before me, the undersigned officer, personally appeared Arnold Erickson and Kay Burkhart, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

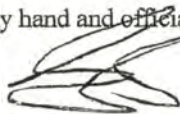


Lyssa Schmitt
Notary Public, South Dakota
My commission expires: 7.13.17

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the 13 day of November, 2012, before me, the undersigned officer, personally appeared April Rae Boucher, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

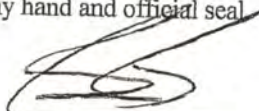


Notary Public, South Dakota
My commission expires: 10/30/16

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the 13 day of November, 2012, before me, the undersigned officer, personally appeared Eileen M. Jacobson, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument and acknowledged that she executed the same 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

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the 09 day of November, 2012, before me, the undersigned officer, personally appeared James E. Andersen and M. Jane Andersen, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Alyssa Schultz
Notary Public, South Dakota
My commission expires: 7-13-17

STATE OF SOUTH DAKOTA)
 : SS.
COUNTY OF MINNEHAHA)

On this the 09 day of November, 2012, before me, the undersigned officer, personally appeared Chad Jones, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Alyssa Schultz
Notary Public, South Dakota
My commission expires: 7-13-17

Ownership and Legal Descriptions

(all property located in Township 102 North, Range 47 West of the 5th P.M.,
Minnehaha County, South Dakota)

- (1) David Johanson and Anna Johanson:
North Half (N 1/2) of Northwest Quarter (NW 1/4) of Section 17
- (2) Ruth H. Beck Living Trust Agreement:
South Half (S 1/2) of Northwest Quarter (NW 1/4) of Section 17
- (3) Janis Tietz, as personal representative of the estate of Francis Karli:
South Half (S 1/2) of Northeast Quarter (NE 1/4) of Section 17, and
North Half (N 1/2) of Southeast Quarter (SE 1/4) of Section 17
- (4) Trev M. Dawley and Barbara A. Dawley
South Half (S 1/2) of Southwest Quarter (SW 1/4) of Section 17, and
Northeast Quarter (NE 1/4) of Southwest Quarter (SW 1/4) of Section 17, and
North Half (N 1/2) of Northeast Quarter (NE 1/4) of Section 20
- (5) Mark P. Liester and LaVonne Liester
South Half (S 1/2) of Southeast Quarter (SE 1/4) of Section 17, and
North Half (N 1/2) and South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section
16
- (6) Daniel J. Nelson
West Half (W 1/2) of Northeast Quarter (NE 1/4) of Section 21, and
West Half (W 1/2) of Southeast Quarter (SE 1/4) of Section 21, and
Southeast Quarter (SE 1/4) of Southeast Quarter (SE 1/4) of Section 21
- (7) Alvin Erickson and Valerie Erickson
Northeast Quarter (NE 1/4) of Northwest Quarter (NW 1/4) of Section 20



LOO CON, INC.

PO Box 98--Wilmont, MN 56185

Office: 507-926-5368-----Fax: 507-926-5444-----Mobile: 507-370-1676

Estimate For:
Erickson, Nelson, Sittig, Liester, Dawley, Karli, Anderson
Red Rock Township
Minnehaha County
2012
Total Project

6700' - 15" Plastic Tile Installed @ 11.40	76380.00
6400' - 12" Plastic Tile Installed @ 6.26	40064.00
2400' - 10" Plastic Tile Installed @ 5.09	12216.00
700' - 8" Plastic Tile Installed @ 3.10	2170.00
10800' - 6" Plastic Tile Installed @ 2.06	22248.00
1 - 18" x 16' Culvert w/guard @ 442.47	442.47
1 - 10" Road Bore @ 8000.00	8000.00
1 - 12" Road Bore @ 9000.00	9000.00
2 - Road Crossings Open Cut 1-8" & 1-6" @ 550.00	1100.00
2 - Road Crossings Open Cut 2-12" @ 650.00	1300.00
Clean out ditch for outlet in Nelson pasture @ 400.00	400.00
Rock Excavation (if needed) 400' @ 6.00	2400.00
Connections, Reducers, & Tile Hookups, ect....	3000.00
SD One Calls	20.00
Subtotal:	178740.47
2% SD Contractors Exise Tax -- Bid Factor @ 2.041%	3648.09
Total Estimate:	\$ 182388.56

RECEIVED

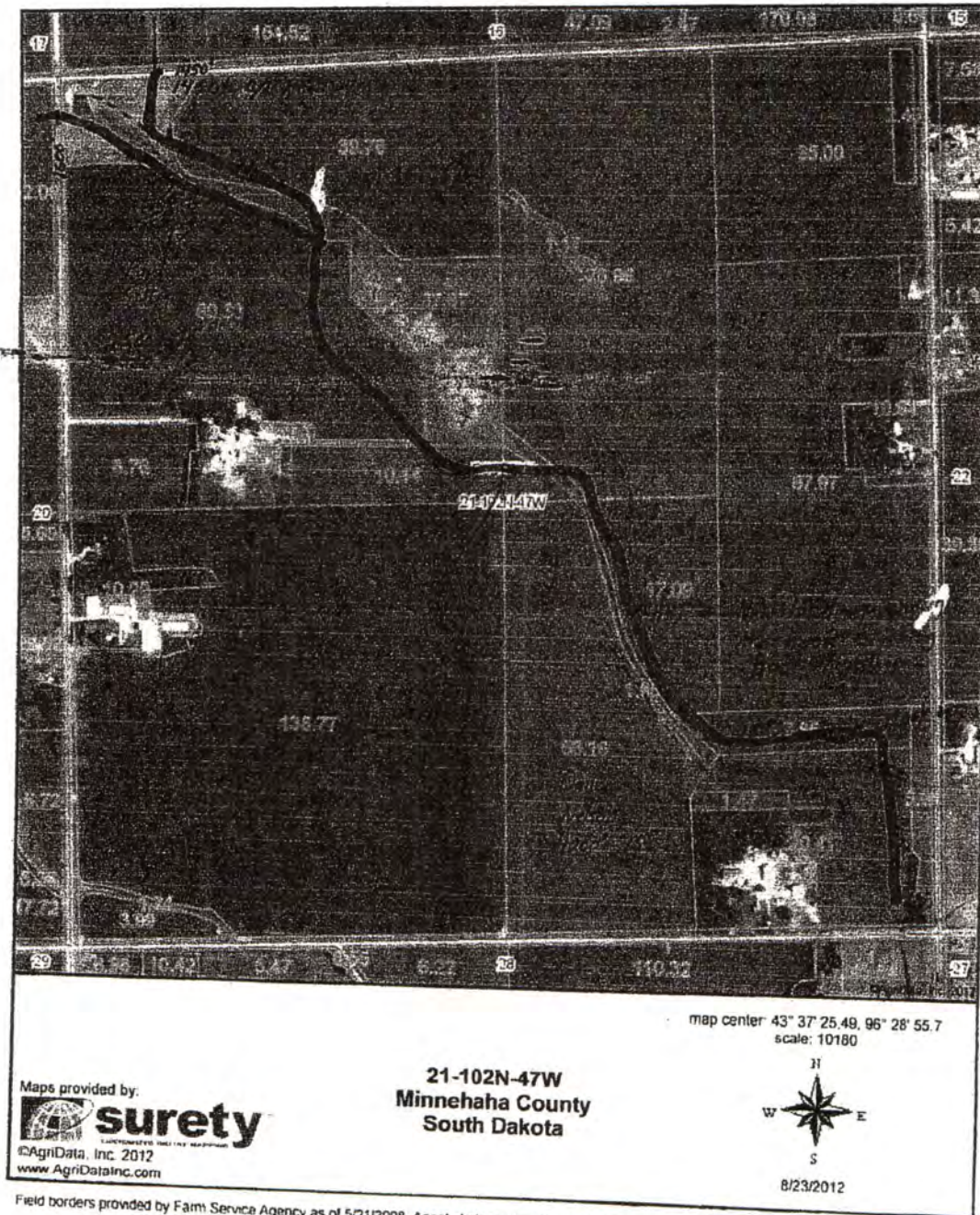
NOV 19 2012



EXHIBIT

D

Aerial Map



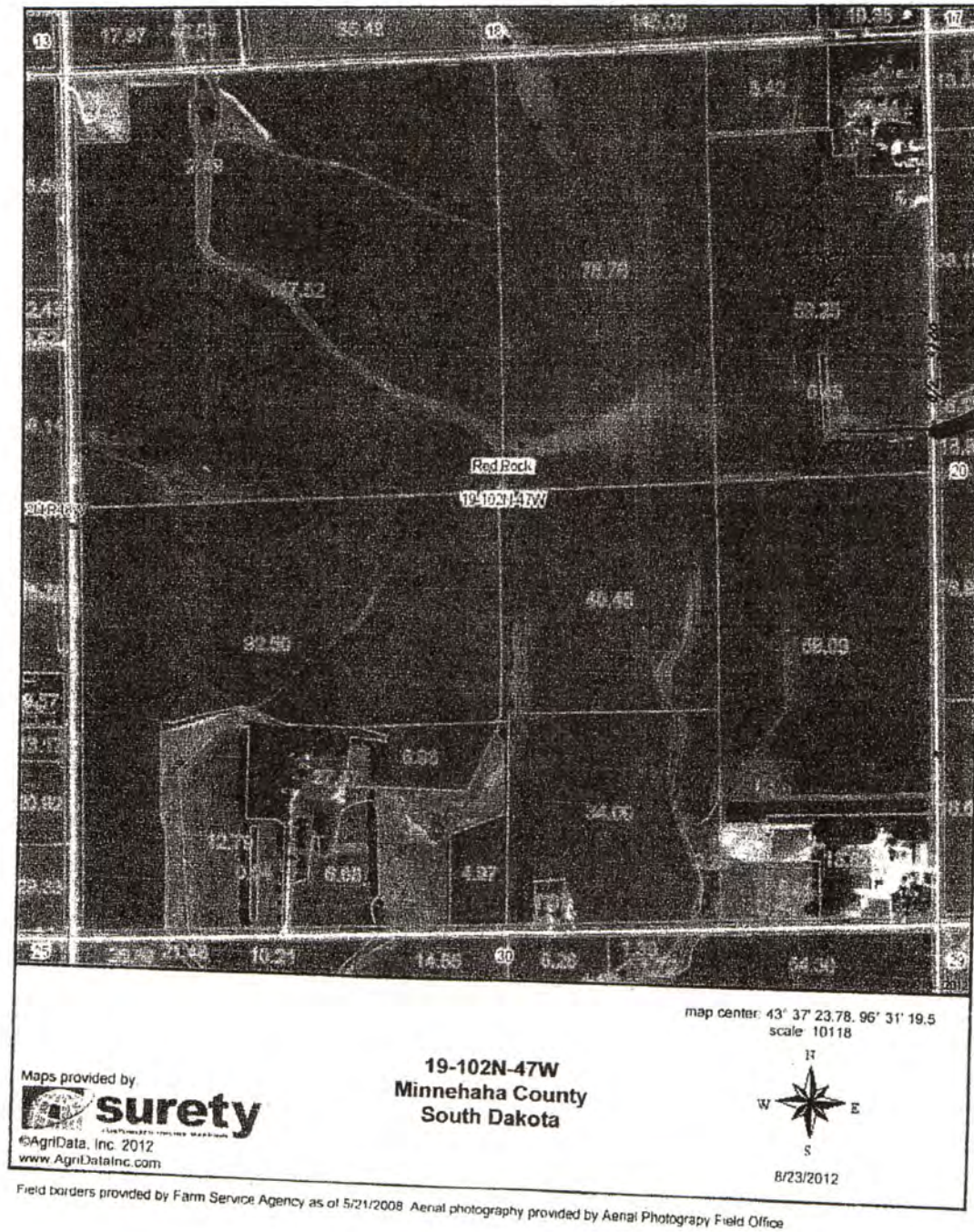
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Aerial Map



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Aerial Map



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Aerial Map



<http://www.suretymaps.com/reports/fsamap.aspx?datakey=1CE5F7D2B5FAC0D63F0EC...> 8/23/2012

Aerial Map



Maps provided by
 **surety**
 ©AgriData, Inc. 2012
 www.AgrDataInc.com

17-102N-47W
Minnehaha County
South Dakota

map center: 43° 38' 16.6" 96° 30' 6.96"
 scale 10219



Field borders provided by Farm Service Agency as of 5/21/2008 Aerial photography provided by Aerial Photography Field



<http://www.suretymaps.com/reports/fsamap.aspx?datakey=08B2BCB91CED09575D1E26...> 8/23/2012

- (8) Arnold Erickson and Kay Burkhart

Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4) of Section 20, and
South Half (S 1/2) of Northwest Quarter (NW 1/4) of Section 20

- (9) April Rae Boucher (reserving a life estate unto (10) Eileen M. Jacobsen)

Northwest Quarter (NW 1/4) of Section 21

- (11) James E. Andersen and M. Jane Andersen

Tract 5 of Andersen's Addition in the Northeast Quarter (NE 1/4) of Section 19

- (12) Chad Jones

Tract 1 of Karli's Addition in the East Half (E 1/2) of Section 17, except lot H-1 of the
Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and except lot H-1 of the
Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4)

This Instrument was Drafted by:
East River Electric Power Cooperative, Inc.
121 SE First Street, Madison, SD 57042
605-256-4536

TRANSMISSION LINE
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Eleanor Erickson, Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto East River Electric Power Cooperative, Inc., 121 SE First Street, Madison, South Dakota 57042, Grantee, a cooperative corporation (hereinafter called the "Cooperative") and to its successors or assigns a perpetual easement with the right of ingress and egress to the **Easement Area**, over the property described as:

The South Half of the Northwest Quarter (S1/2NW1/4) of Section Twenty-nine (29), Township One Hundred Two (102), Range Forty-seven (47) West of the 5th P.M. in Minnehaha County, South Dakota

to construct, reconstruct, repair, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within thirty feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, municipal corporation, association or corporation for electrification, telephone or other telecommunication applications within the **Easement Area** described as:

The West Thirty feet (W30') of said property excluding road right of way

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative or its assigns, removable at the option of the Cooperative.

The Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system has been completely constructed, the sum of:

Seven Hundred Forty-seven Dollars (\$747.00)

The Cooperative further agrees to reimburse the undersigned or their tenants for any losses of stock or damage to crops or property caused by the construction, reconstruction, repair, operation or maintenance of the transmission line on the above described lands.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 26th day of April, in the year 2011.

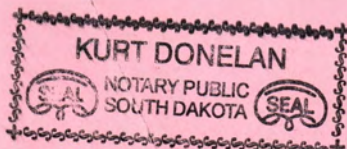
Eleanor Erickson
Eleanor Erickson

State of South Dakota)
County of Minnehaha)SS

On this 26th day of April, in the year 2011, before me personally appeared Eleanor Erickson, known to me (or proved to me on the oath of _____), to be the person(s) described in, and who executed the within instrument and acknowledged to me that he (or they) executed the same.

My commission expires 9/26/2011

Kurt Donelan
Notary Public, State of South Dakota



This Instrument was Drafted by:
East River Electric Power Cooperative, Inc.
121 SE First Street, Madison, SD 57042
605-256-4536

TRANSMISSION LINE
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Arnold L. Erickson, Grantors, for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto East River Electric Power Cooperative, Inc., 121 SE First Street, Madison, South Dakota 57042, Grantee, a cooperative corporation (hereinafter called the "Cooperative") and to its successors or assigns a perpetual easement with the right of ingress and egress to the **Easement Area**, over the property described as:

The North Half of the Southwest Quarter (N1/2SW1/4) of Section Twenty (20), Township One Hundred Two (102), Range Forty-seven (47) West of the 5th P.M. in Minnehaha County, South Dakota

to construct, reconstruct, repair, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within thirty feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, municipal corporation, association or corporation for electrification, telephone or other telecommunication applications within the **Easement Area** described as:

The West Thirty feet (W30') of said property excluding road right of way

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative or its assigns, removable at the option of the Cooperative.

The Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system has been completely constructed, the sum of:

Nine Hundred Ninety-five Dollars (\$995.00)

The Cooperative further agrees to reimburse the undersigned or their tenants for any losses of stock or damage to crops or property caused by the construction, reconstruction, repair, operation or maintenance of the transmission line on the above described lands.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 26th day of April, in the year 2011.

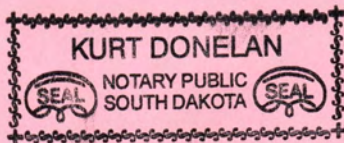
Arnold Erickson
Arnold Erickson

State of South Dakota)
County of Minnehaha)SS

On this 26 day of April, in the year 2011, before me personally appeared Arnold Erickson, known to me (or proved to me on the oath of _____), to be the person(s) described in, and who executed the within instrument and acknowledged to me that he (or they) executed the same.

My commission expires 9/26/2011

Kurt Donelan
Notary Public, State of South Dakota



This Instrument was Drafted by:
East River Electric Power Cooperative, Inc.
121 SE First Street, Madison, SD 57042
605-256-4536

TRANSMISSION LINE
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Arnold L. Erickson, Grantors, for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto East River Electric Power Cooperative, Inc., 121 SE First Street, Madison, South Dakota 57042, Grantee, a cooperative corporation (hereinafter called the "Cooperative") and to its successors or assigns a perpetual easement with the right of ingress and egress to the **Easement Area**, over the property described as:

The North Half of the Northwest Quarter (N1/2NW1/4) of Section Twenty-nine (29), Township One Hundred Two (102), Range Forty-seven (47) West of the 5th P.M. in Minnehaha County, South Dakota

to construct, reconstruct, repair, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within thirty feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, municipal corporation, association or corporation for electrification, telephone or other telecommunication applications within the **Easement Area** described as:

The West Thirty feet (W30') of said property excluding road right of way

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative or its assigns, removable at the option of the Cooperative.

The Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system has been completely constructed, the sum of:

Seven Hundred Eighty-seven Dollars (\$787.00)

The Cooperative further agrees to reimburse the undersigned or their tenants for any losses of stock or damage to crops or property caused by the construction, reconstruction, repair, operation or maintenance of the transmission line on the above described lands.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 26th day of April, in the year 2011.

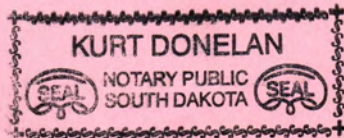
Arnold Erickson
Arnold Erickson

State of South Dakota)
County of Minnehaha)SS

On this 26th day of April, in the year 2011, before me personally appeared Arnold Erickson, known to me (or proved to me on the oath of _____), to be the person(s) described in, and who executed the within instrument and acknowledged to me that he (or they) executed the same.

My commission expires 9/26/2011

Kurt Donelan
Notary Public, State of South Dakota



This Instrument was Drafted by:
East River Electric Power Cooperative, Inc.
121 SE First Street, Madison, SD 57042
605-256-4536

TRANSMISSION LINE
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Arnold Erickson and Kay Burkhart, Grantors, for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto East River Electric Power Cooperative, Inc., 121 SE First Street, Madison, South Dakota 57042, Grantee, a cooperative corporation (hereinafter called the "Cooperative") and to its successors or assigns a perpetual easement with the right of ingress and egress to the **Easement Area**, over the property described as:

The Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) and the South Half of the Northwest Quarter (S1/2NW1/4) of Section Twenty (20), Township One Hundred Two (102), Range Forty-seven (47) West of the 5th P.M. in Minnehaha County, South Dakota

to construct, reconstruct, repair, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within thirty feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, municipal corporation, association or corporation for electrification, telephone or other telecommunication applications within the **Easement Area** described as:

The West Thirty feet (W30') of said property excluding road right of way

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative or its assigns, removable at the option of the Cooperative.

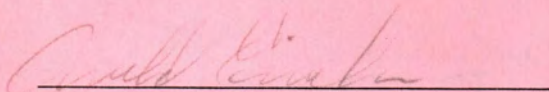
The Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system has been completely constructed, the sum of:

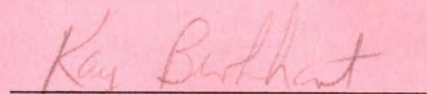
Two Thousand One Dollars (\$2001.00)

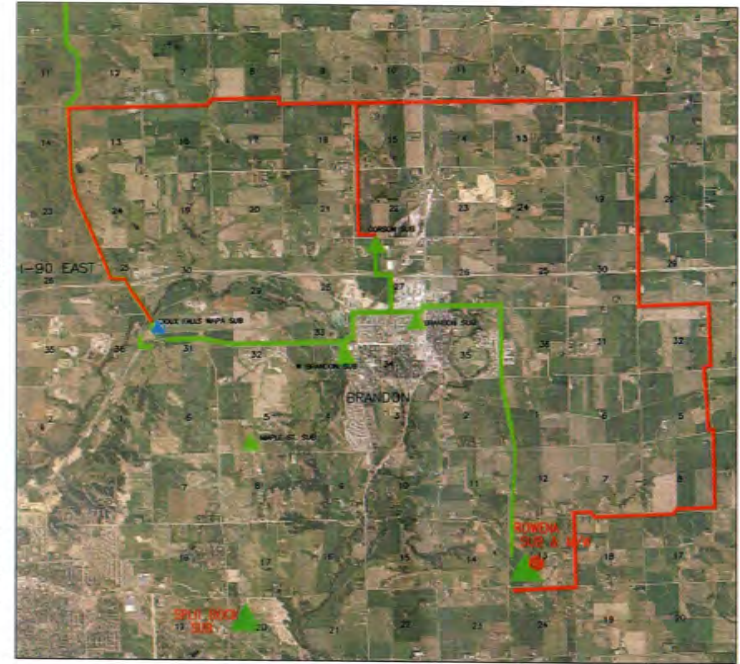
The Cooperative further agrees to reimburse the undersigned or their tenants for any losses of stock or damage to crops or property caused by the construction, reconstruction, repair, operation or maintenance of the transmission line on the above described lands.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 26th day of April, in the year 2011.


Arnold Erickson


Kay Burkhardt



LEGEND

- EXISTING EAST RIVER LINE
- PROPOSED EAST RIVER TIE LINE AND LINE TAP

TYPICAL STRUCTURE BEING USED FOR THIS PROJECT

A Touchstone Energy® Cooperative

		BRANDON LOOP	
DATE: 5-7-10	E.R. CO. PROJ. NO.: PR015121A	SCALE: NONE	
W.D. NO.:	DESIGNED BY: M.S.	CHECKED BY: EXT/PLT	
SHEET: 07		PLAT SCALE: 1"=1'	

Jordan,

I have attached photos of Arny and I and our family. We farm with our son John Erickson, so there is a separate picture of John, his wife Liz, and their three children.

A little bit about us:

Arny grew up on the farm we live on in Minnehaha county. Some of the land that the pipeline route goes thru was purchased by his great grandfather Johnson in 1898. We raise corn, beans, and alfalfa. We have stock cows and feed the calves out in our feedlot. When Arny and I got married I was a practicing veterinarian, so I kept my maiden name. I have since retired from formal practice and now help farm full time. Our son John Erickson farms full time with us. He and his family live in a house that will be within 1200 ft of the proposed pipeline. We have worked hard to acquire acres that are in one location and premium crop ground. Over the last two decades we have also installed tile to increase the productivity of our land. So now as the Navigator pipeline begins to create their route, it has hit us on three different fronts.

First of all, the current proposed route will threaten the safety of our treasured grandchildren as it runs within 1,200 feet of their home.

Secondly, the pipeline will disrupt the soil by going thru 4 contiguous quarters of prime crop ground. Along with disrupted soil, another concern is the compaction that will be caused by their large machinery. This can be a major problem for root development of the corn and soybean plants.

Thirdly, the CO2 pipeline will run thru one of our biggest tiling projects. We are not convinced that drainage tile can be repaired to its original state after the ground underneath the tile has been disrupted. The settling of the dirt after the tile has been replaced will cause a dip in the tile line that will hinder proper drainage. It is likely that this will significantly affect our yields and profit in the future. It could take a lot of time....measured in years...to determine the location to re-repair the tile until it drains properly again.

A fourth comment I have is about the housing eligibilities on the parcels that are on Navigators route. We have 8 housing eligibilities on these four parcels. A local realtor estimated that a housing eligibility with 5 acres of land in our neighborhood is worth about \$200,000 dollars. He commented "although a carbon pipeline in a close proximity would severely reduce the value, it is nearly impossible to determine the actual value reduction. It was agreed that most potential buyers would not even consider placing a home that close". So when our heirs would like to sell the farm ground, the pipeline will definitely reduce the price of the land.

It is difficult to really understand how it feels to be threatened with eminent domain until it is your property they want.













NO. 3.

WARRANTY DEED

Clinton D. Harris and Hannah
R. Harris, (his wife),

to

John A. Johnson.

Consideration \$3,000.00,
Dated August 25, 1898,
Acknowledged Aug. 25, 1898, before
Louis S. Hetland, N. P., Minnehaha
County, South Dakota, (Seal),
Filed Aug. 26, 1898 at 3:00 P.M.
Recorded Book 54 Deeds, page 485.

Conveys the NW 1/4 of Section 29, Township 102, Range 47
containing 160 acres.

NO. 4.

MORTGAGE

John A. Johnson

to

Clinton D. Harris.

Consideration \$1700.00,
Dated August 25, 1898,
Acknowledged Aug. 25, 1898, before
Louis S. Hetland, N. P., Minnehaha
County, South Dakota, (Seal),
Filed Aug. 26, 1898 at 3:00 P.M.
Recorded Book 71 Mtgs., page 37.

Mortgages the NW 1/4 of Section 29, Township 102, Range 47,
containing 160 acres.

Secures one note due August 1, 1903 with interest thereon at
7% per annum.

(Seal, General Land Office),

Filed Aug. 30, 1898 at 4:00 P.M.

to

Clinton D. Harris.

Recorded Book 45 Deeds, page 442.

Conveys and grants the NW 1/4 of Section 29, Township 102, Range 47, containing 160 acres.

Founded on Homestead Certificate #10744.

NO. 3.

WARRANTY DEED

Clinton D. Harris and Hannah
R. Harris, (his wife),

to

John A. Johnson.

Consideration \$3,000.00,
Dated August 25, 1898,
Acknowledged Aug. 25, 1898, before
Louis S. Hetland, N. P., Minnehaha
County, South Dakota, (Seal),
Filed Aug. 26, 1898 at 3:00 P.M.
Recorded Book 54 Deeds, page 485.

Conveys the NW 1/4 of Section 29, Township 102, Range 47
containing 160 acres.

NO. 4.

MORTGAGE

John A. Johnson

to

Clinton D. Harris.

Consideration \$1700.00,
Dated August 25, 1898,
Acknowledged Aug. 25, 1898, before
Louis S. Hetland, N. P., Minnehaha
County, South Dakota, (Seal),
Filed Aug. 26, 1898 at 3:00 P.M.
Recorded Book 71 Mtgs., page 37.

Mortgages the NW 1/4 of Section 29, Township 102, Range 47,
containing 160 acres.

Secures one note due August 1, 1903 with interest thereon at
7% per annum.







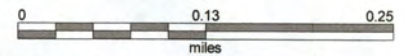


North West Quarter

Client: Erickson, Arnie
Farm: Red Rock Twp Sec 29
Field: North West Quarter
Name: Spring 2020
Date: 6/22/2020



4 Inch Tile	0.00 ft
5 Inch Tile	0.00 ft
6 Inch Tile	0.00 ft
8 Inch Tile	1626.48 ft
10 Inch Tile	0.00 ft
12 Inch Tile	0.00 ft



AB EXCAVATION

2515 160TH ST • ROCK RAPIDS, IA 52446

Alan & Jill Bruggeman - 712-472-2705 Cell - 712-470-1777

Austin Bruggeman - 712-470-2124

- TILE MACHINE • EXCAVATOR • DOZERS
- SCRAPER • BACKHOE • TRENCHER • PACKER





EXHIBIT A
Arnold Erickson
HGS-SD-MI-1-056.000
Minnehaha County, SD
1-056,000






This exhibit is a mapping sketch descriptive only of the size, shape and location of corridor and does not constitute a plat or survey of the tract shown. For informational purposes only.

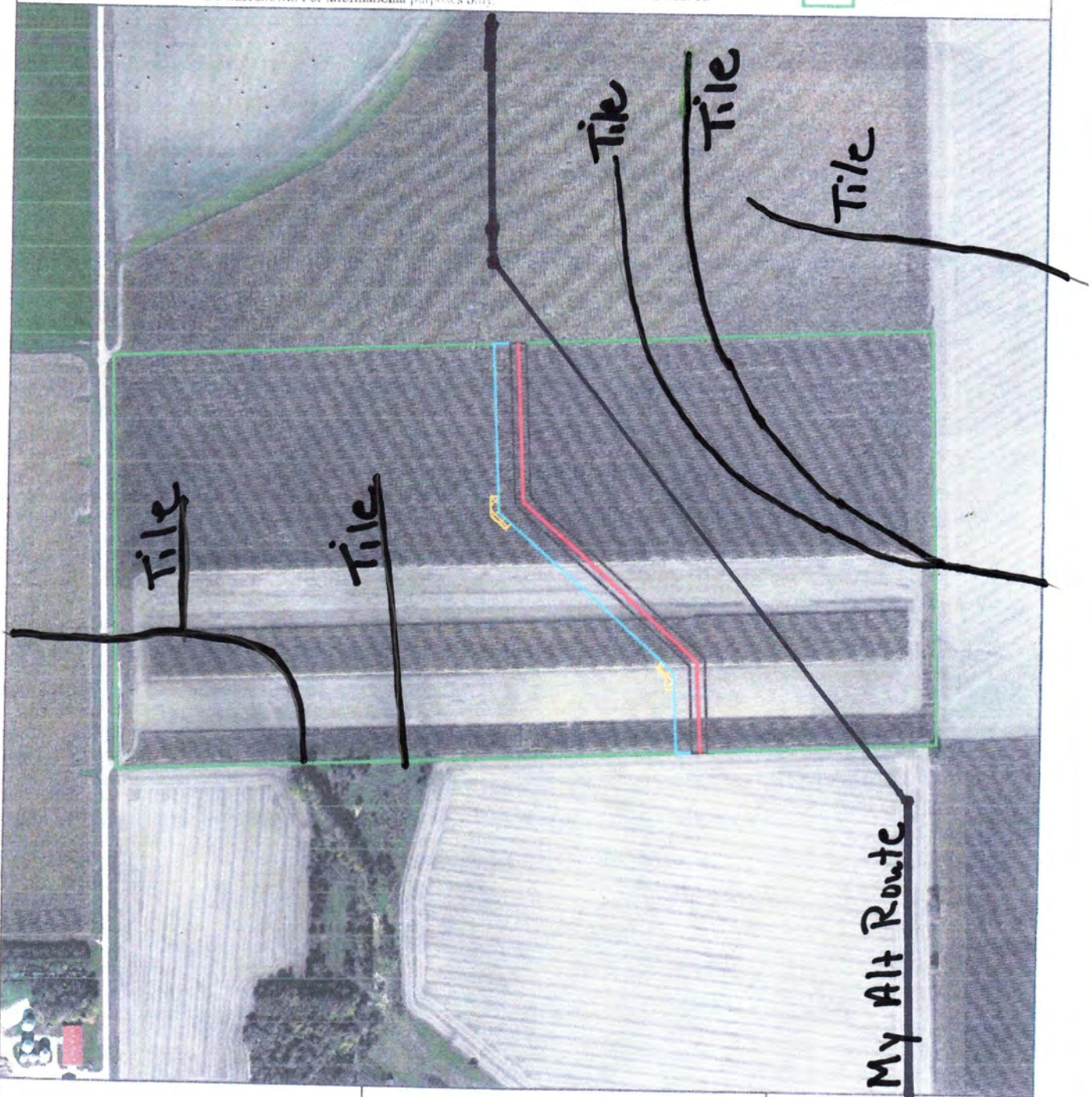
SUMMARY

PROPOSED LENGTH
1,532.26 Feet
92.86 Rods

PROPOSED ACREAGE
1.76 Permanent Easement Acres
1.76 Temp Workspace Acres
0.11 ATWS Acres

LEGEND

-  Easement Centerline
-  Permanent Easement
-  TWS
-  ATWS
-  Tracts



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023



United States Department
of Agriculture

Natural Resources
Conservation Service

NRCS-CPA-026E
9/2012

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION DETERMINATION

Name	Erickson Farm Inc	Request Date:	9/20/19	County:	Minnehaha
Address:	48494 260th St Valley Springs, SD 57068				
Agency or Person Requesting Determination:	Farm Service Agency	Tract No:	11072	FSA Farm No.:	11073

Section I - Highly Erodible Land

(Y/N)

Is a soil survey now available for making a highly erodible land determination?

Are there highly erodible soil map units on this farm?

Fields in this section have undergone a determination of whether they are highly erodible land (HEL) or not; fields for which an HEL Determination has not been completed are not listed. In order to be eligible for USDA benefits, a person must be using an approved conservation system on all HEL.

Field(s)	HEL(Y/N)	Sodbust(Y/N)	Acres	Determination Date

The Highly Erodible Land determination was completed in the

Section II - Wetlands

Fields in this section have had wetland determinations completed. See the Definition of Wetland Label Codes for additional information regarding allowable activities under the wetland conservation provisions of the Food Security Act and/or when wetland determinations are necessary to determine USDA program eligibility.

Field(s)	Wetland Label*	Occurrence Year (CW)	Acres	Determination Date	Certification Date
All	NW		71.1	12/19/19	12/26/19
4	AW		0.3	12/19/19	12/26/19
4	W		6.1	12/19/19	12/26/19

The wetland determination was completed in the

Field

It was mailed to the person on

1/2/2020

Remarks: All field numbers are based on FSA map.

I certify that the above determinations are correct and were conducted in accordance with policies and procedures contained in the National Food Security Act Manual.

Signature	Designated Conservationist	Date
		12/26/2019

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

***DEFINITIONS OF WETLAND LABEL CODES**

AW	<u>Artificial Wetland:</u> An area that was formerly a non-wetland area under natural conditions but now exhibits wetland characteristics because of the influence of human activities. These areas are exempt from the Food Security Act of 1985, as amended. This label includes irrigation induced wetlands.
CC	<u>Commenced Conversion:</u> A wetland, farmed wetland, farmed wetland pasture, or converted wetland on which the conversion began but was not completed before December 23, 1985, was approved by FSA to continue, and the conversion was completed by January 1, 1995.
CPD	<u>COE Permit with Mitigation:</u> A converted wetland authorized by a permit issued under Section 404 of the Clean Water Act. Production of agricultural commodities is allowed subject to conditions of the permit.
CMW	<u>Categorical Minimal Effect:</u> A wetland that meets specific categories of conversion activities that have been determined by NRCS to have minimal effect, individually and cumulatively, on the functions and values of the wetland and the wetlands in the watershed.
CW	<u>Converted Wetland:</u> A wetland converted between December 23, 1985, and November 28, 1990. Production of an agricultural commodity or additional manipulation of these areas will yield USDA benefit ineligibility. Also, these areas are wetlands converted after December 23, 1985, by a county, drainage district, or similar entity. For these instances, production of an agricultural commodity or forage for mechanical harvest or additional manipulation will cause ineligibility for USDA program benefits.
CW+year	<u>Converted Wetland + (year the conversion occurred):</u> A wetland converted after November 28, 1990, where the USDA program participant is ineligible for benefits until the wetland is restored or mitigated unless an exemption applies.
CWNA	<u>Converted Wetland Non-Agricultural Use:</u> A wetland converted after November 28, 1990, to a use other than agricultural commodity production. Label not used for certified wetland determinations completed after 2/2008.
CWTE	<u>Converted Wetland Technical Error:</u> A wetland converted or commenced after December 23, 1985, based on an incorrect NRCS determination. This label does not apply to obvious wetlands as defined in the National Food Security Act Manual.
FW	<u>Farmed Wetland:</u> A wetland that was manipulated and planted before December 23, 1985, but still meets inundation or saturation criteria. These areas may be farmed and maintained as documented before December 23, 1985, as long as they are not abandoned (i.e., management or maintenance for commodity production ceased for 5 consecutive years).
FWP	<u>Farmed Wetland Pasture or Hayland:</u> A wetland that is used for pasture or haying, was manipulated and planted before December 23, 1985, but still meets the inundation or saturation criteria. These areas may be farmed and maintained as documented before December 23, 1985, as long as they are not abandoned (i.e., management or maintenance for commodity production ceased for 5 consecutive years).
MIW	<u>Mitigation Exemption:</u> A converted wetland, farmed wetland or farmed wetland pasture of which the acreage, functions and values lost have been compensated for through an NRCS-approved mitigation plan.
MW	<u>Minimal Effect Exemption:</u> A converted wetland that is exempt from the wetland conservation provisions of the Food Security Act of 1985, as amended, based on NRCS determination that the conversion has or will have a minimal effect, individually and cumulatively, on the functions and values of the wetland and the wetlands in the watershed.
MWM	<u>Mitigation Site:</u> This site of wetland restoration, enhancement, or creation serving as mitigation for the mitigation exemption (MIW) site.
NI	<u>Not Inventoried:</u> An area where no wetland determination has been conducted. Label not used for certified wetland determinations completed after 2/2008.
NW	<u>Non-Wetland:</u> An area that does not contain a wetland. Also, includes wetlands converted before December 23, 1985, but a commodity crop was not produced and the area does not meet wetland criteria (not been abandoned).
PC	<u>Prior Converted Cropland:</u> A wetland converted to cropland before December 23, 1985, and as of December 23, 1985, was capable of being cropped and did not meet farmed wetland hydrology criteria. These areas are not subject to the wetland conservation provisions of the Food Security Act of 1985, as amended, unless further drainage manipulation affects adjacent wetlands.
PC/NW	<u>Prior Converted Cropland/Non-Wetland:</u> An area that contains both PC and NW.
TP	<u>Third-Party Exemption:</u> A wetland converted after December 23, 1985, by a third party who is not associated with the participant, and the conversion is not a result of a scheme or device. A third party does not include predecessors in interest on the tract, drainage districts, or other local government entities.
W	<u>Wetland:</u> An area meeting wetland criteria that was not converted after December 23, 1985. These areas include farmed wetlands and farmed wetland pasture that have been abandoned.
WX	<u>Manipulated Wetlands:</u> A wetland manipulated after December 23, 1985, but the manipulation was not for the purpose of making production possible and production was not made possible. These areas include wetlands manipulated by drainage maintenance agreements.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Certified Wetland Determination

Field Office: Sioux Falls Field Office
Certified By: Danny Morrison
Legal Description: S2NW4 29-102-47

Agency: USDA-NRCS
Certified Date: 12/26/2019
Tract: 11072



Minnehaha County

1:9,000 1 inch = 750 feet





United States Department
of Agriculture

Natural Resources
Conservation Service

NRCS-CPA-026E
9//2012

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION DETERMINATION

Name	Erickson Farm Inc	Request Date:	9/20/19	County:	Minnehaha
Address:	48494 260th St Valley Springs, SD 57068				
Agency or Person Requesting Determination:	Farm Service Agency	Tract No:	11073	FSA Farm No.:	11073

Section I - Highly Erodible Land

(Y/N)

Is a soil survey now available for making a highly erodible land determination?

Are there highly erodible soil map units on this farm?

Fields in this section have undergone a determination of whether they are highly erodible land (HEL) or not; fields for which an HEL Determination has not been completed are not listed. In order to be eligible for USDA benefits, a person must be using an approved conservation system on all HEL.

Field(s)	HEL(Y/N)	Sodbust(Y/N)	Acres	Determination Date

The Highly Erodible Land determination was completed in the

Section II - Wetlands

Fields in this section have had wetland determinations completed. See the Definition of Wetland Label Codes for additional information regarding allowable activities under the wetland conservation provisions of the Food Security Act and/or when wetland determinations are necessary to determine USDA program eligibility.

Field(s)	Wetland Label*	Occurrence Year (CW)	Acres	Determination Date	Certification Date
All	NW		76.2	12/19/19	12/26/19
13	W		1.1	12/19/19	12/26/19

The wetland determination was completed in the

Field

It was mailed to the person on

1/2/2020

Remarks: All field numbers are based on FSA map.

I certify that the above determinations are correct and were conducted in accordance with policies and procedures contained in the National Food Security Act Manual.

Signature	Designated Conservationist	Date
		12/26/2019

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***DEFINITIONS OF WETLAND LABEL CODES**

AW	<u>Artificial Wetland:</u> An area that was formerly a non-wetland area under natural conditions but now exhibits wetland characteristics because of the influence of human activities. These areas are exempt from the Food Security Act of 1985, as amended. This label includes irrigation induced wetlands.
CC	<u>Commenced Conversion:</u> A wetland, farmed wetland, farmed wetland pasture, or converted wetland on which the conversion began but was not completed before December 23, 1985, was approved by FSA to continue, and the conversion was completed by January 1, 1995.
CPD	<u>COE Permit with Mitigation:</u> A converted wetland authorized by a permit issued under Section 404 of the Clean Water Act. Production of agricultural commodities is allowed subject to conditions of the permit.
CMW	<u>Categorical Minimal Effect:</u> A wetland that meets specific categories of conversion activities that have been determined by NRCS to have minimal effect, individually and cumulatively, on the functions and values of the wetland and the wetlands in the watershed.
CW	<u>Converted Wetland:</u> A wetland converted between December 23, 1985, and November 28, 1990. Production of an agricultural commodity or additional manipulation of these areas will yield USDA benefit ineligibility. Also, these areas are wetlands converted after December 23, 1985, by a county, drainage district, or similar entity. For these instances, production of an agricultural commodity or forage for mechanical harvest or additional manipulation will cause ineligibility for USDA program benefits.
CW+year	<u>Converted Wetland + (year the conversion occurred):</u> A wetland converted after November 28, 1990, where the USDA program participant is ineligible for benefits until the wetland is restored or mitigated unless an exemption applies.
CWNA	<u>Converted Wetland Non-Agricultural Use:</u> A wetland converted after November 28, 1990, to a use other than agricultural commodity production. Label not used for certified wetland determinations completed after 2/2008.
CWTE	<u>Converted Wetland Technical Error:</u> A wetland converted or commenced after December 23, 1985, based on an incorrect NRCS determination. This label does not apply to obvious wetlands as defined in the National Food Security Act Manual.
FW	<u>Farmed Wetland:</u> A wetland that was manipulated and planted before December 23, 1985, but still meets inundation or saturation criteria. These areas may be farmed and maintained as documented before December 23, 1985, as long as they are not abandoned (i.e., management or maintenance for commodity production ceased for 5 consecutive years).
FWP	<u>Farmed Wetland Pasture or Hayland:</u> A wetland that is used for pasture or haying, was manipulated and planted before December 23, 1985, but still meets the inundation or saturation criteria. These areas may be farmed and maintained as documented before December 23, 1985, as long as they are not abandoned (i.e., management or maintenance for commodity production ceased for 5 consecutive years).
MIW	<u>Mitigation Exemption:</u> A converted wetland, farmed wetland or farmed wetland pasture of which the acreage, functions and values lost have been compensated for through an NRCS-approved mitigation plan.
MW	<u>Minimal Effect Exemption:</u> A converted wetland that is exempt from the wetland conservation provisions of the Food Security Act of 1985, as amended, based on NRCS determination that the conversion has or will have a minimal effect, individually and cumulatively, on the functions and values of the wetland and the wetlands in the watershed.
MWM	<u>Mitigation Site:</u> This site of wetland restoration, enhancement, or creation serving as mitigation for the mitigation exemption (MIW) site.
NI	<u>Not Inventoried:</u> An area where no wetland determination has been conducted. Label not used for certified wetland determinations completed after 2/2008.
NW	<u>Non-Wetland:</u> An area that does not contain a wetland. Also, includes wetlands converted before December 23, 1985, but a commodity crop was not produced and the area does not meet wetland criteria (not been abandoned).
PC	<u>Prior Converted Cropland:</u> A wetland converted to cropland before December 23, 1985, and as of December 23, 1985, was capable of being cropped and did not meet farmed wetland hydrology criteria. These areas are not subject to the wetland conservation provisions of the Food Security Act of 1985, as amended, unless further drainage manipulation affects adjacent wetlands.
PC/NW	<u>Prior Converted Cropland/Non-Wetland:</u> An area that contains both PC and NW.
TP	<u>Third-Party Exemption:</u> A wetland converted after December 23, 1985, by a third party who is not associated with the participant, and the conversion is not a result of a scheme or device. A third party does not include predecessors in interest on the tract, drainage districts, or other local government entities.
W	<u>Wetland:</u> An area meeting wetland criteria that was not converted after December 23, 1985. These areas include farmed wetlands and farmed wetland pasture that have been abandoned.
WX	<u>Manipulated Wetlands:</u> A wetland manipulated after December 23, 1985, but the manipulation was not for the purpose of making production possible and production was not made possible. These areas include wetlands manipulated by drainage maintenance agreements.

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Certified Wetland Determination

Field Office: Sioux Falls Field Office
Certified By: Danny Morrison
Legal Description: N2NW4 29-102-47

Agency: USDA-NRCS
Certified Date: 12/26/2019
Tract: 11073



Minnehaha County

1:9,000 1 inch = 750 feet



Arnie Erickson

Good morning Arnie. I did have a chance to research the potential value of a building eligibility and also with 5 acres of land in Minnehaha County. Past sales were used as well as consultation with other realtors. It was mutually agreed that the building eligibilities alone are worth around \$75,000. Added to a 5 acre parcel at \$25,000 per acre brings the total price of 5 acres with a building eligibility at a minimum of \$200,000. Although a carbon pipeline in a close proximity would severely reduce the value, it is nearly impossible to determine the actual value reduction. It was agreed that most potential buyers would not even consider placing a home that close.

Jordan,

I have attached aerial maps of our 4 parcels and marked the existing structures and distance from the easement. Map 1-056.00 does not have any close structures, but I included it for completeness. I made measurements with a ruler and their legend, so the distances are estimates.



EXHIBIT A

Arnold Erickson
HGS-SD-MI-1-058.001
Minnehaha County, SD

1-058.001

This exhibit is a mapping sketch descriptive only of the size, shape and location of corridor and does not constitute a plat or survey of the tract shown. For informational purposes only.

SUMMARY






PROPOSED LENGTH

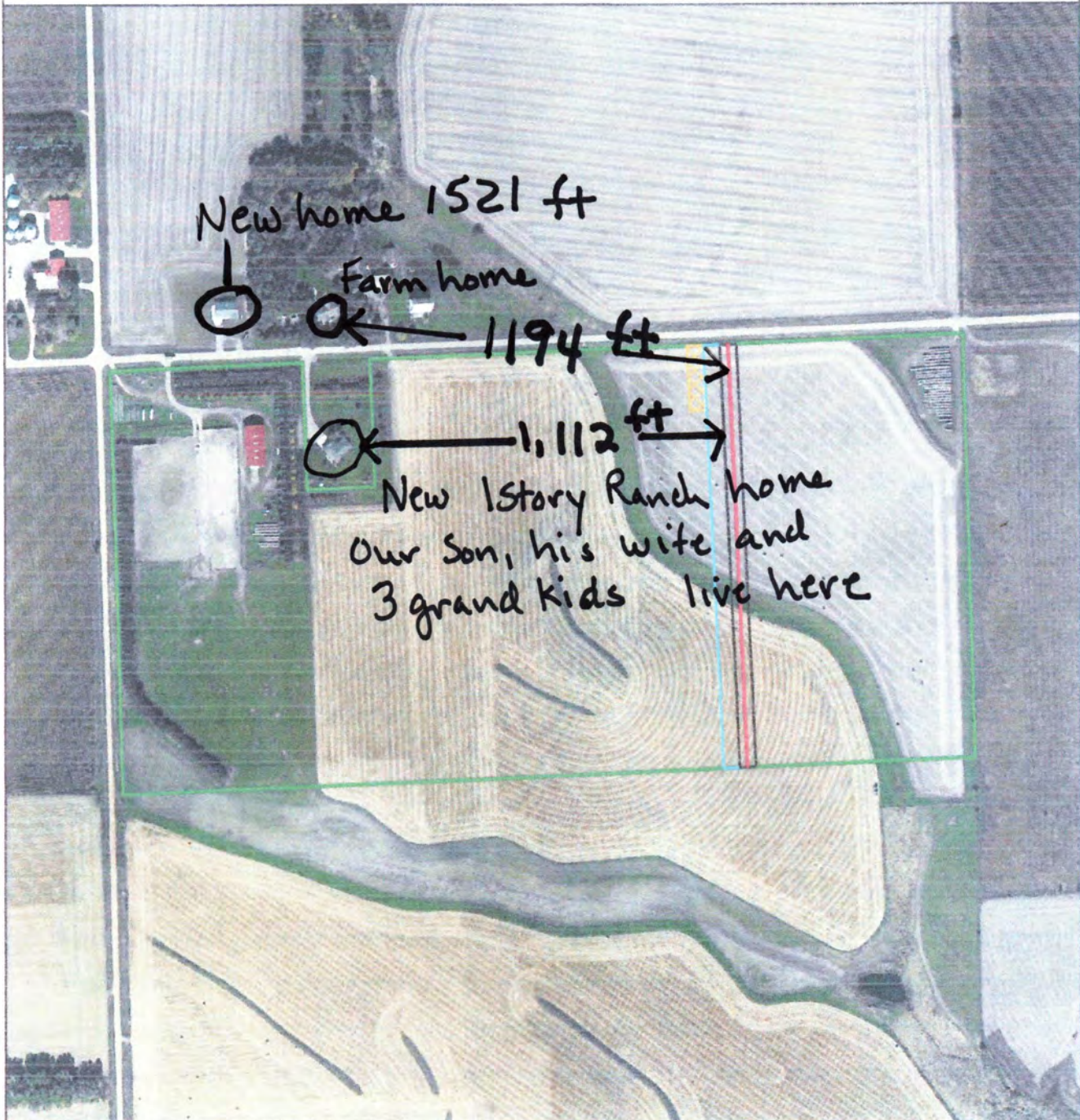
1,286.40 Feet
77.96 Rods

PROPOSED ACREAGE

1.48 Permanent Easement Acres
1.48 Temp Workspace Acres
0.23 ATWS Acres

LEGEND

-  Easement Centerline
-  Permanent Easement
-  TWS
-  ATWS
-  Tracts



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023



EXHIBIT A
Arnold Erickson
HGS-SD-MI-1-055.000
Minnehaha County, SD
1-055.000

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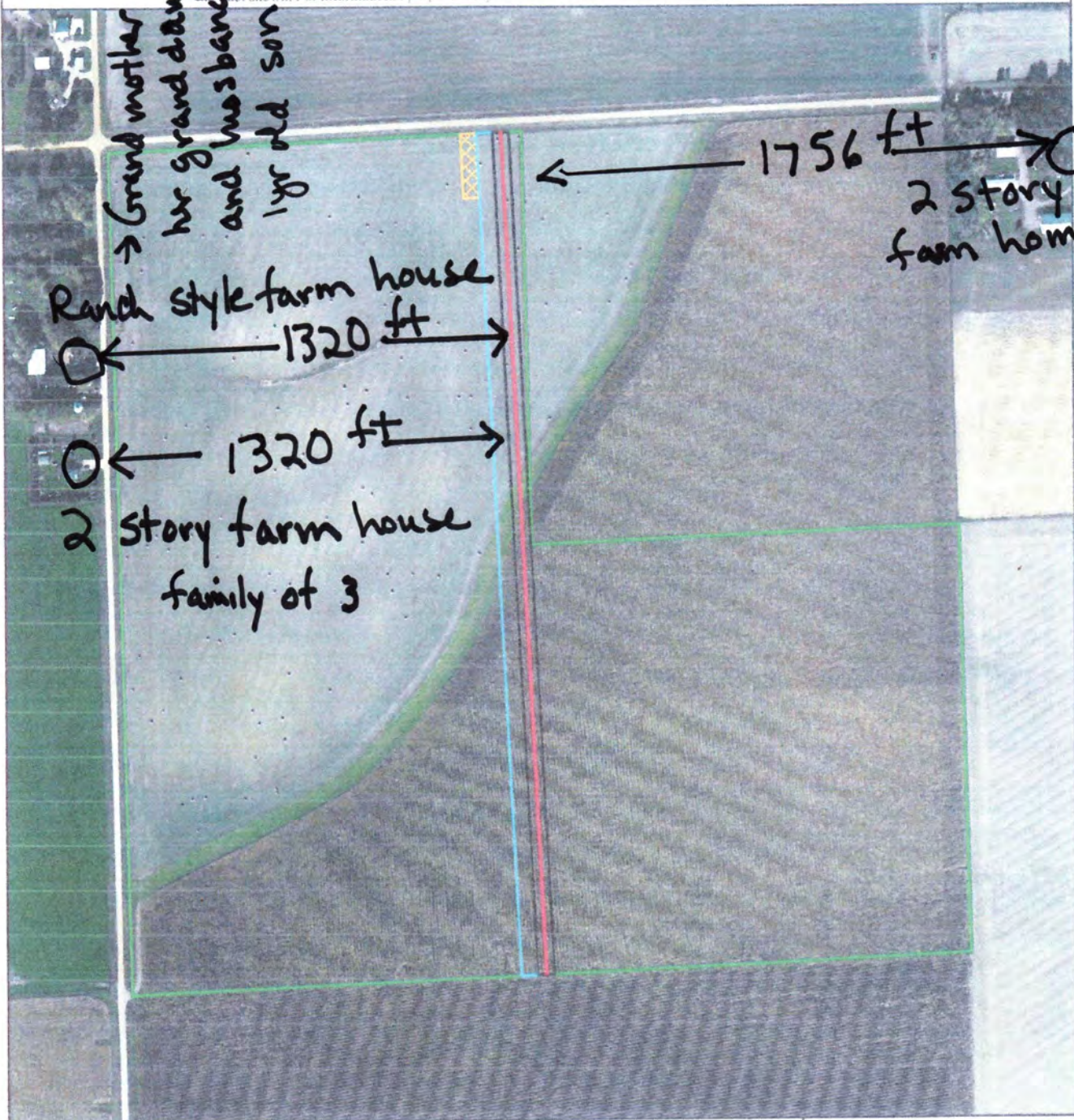
SUMMARY

PROPOSED LENGTH
2,606.19 Feet
157.95 Rods

PROPOSED ACREAGE
2.99 Permanent Easement Acres
2.99 Temp Workspace Acres
0.23 AIWS Acres

LEGEND

- Easement Centerline
- Permanent Easement
- TWS
- AIWS
- Tracts



Grand mother
her grand daughter
and husband and
1 yr old son

Ranch style farm house
1320 ft

2 story farm house
family of 3

1756 ft
2 story
farm home

Jordan,

I have attached the maps showing where I would prefer the pipeline route to go in black. We wish the route could go either farther east or west on piece 055.000, but if we move it either way, it will be closer to a neighbor's house.



EXHIBIT A
Arnold Erickson
HGS-SD-MI-1-059.001
Minnehaha County, SD

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SUMMARY






PROPOSED LENGTH

1,307.65 Feet
79.25 Rods

PROPOSED ACREAGE

1.50 Permanent Easement Acres
1.16 Temp Workspace Acres
0.46 ATWS Acres

LEGEND

-  Easement Centerline
-  Permanent Easement
-  TWS
-  ATWS
-  Tracts



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023



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NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023



EXHIBIT A
Arnold Erickson
HGS-SD-MI-1-056.000
Minnehaha County, SD






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the tract shown. For informational purposes only.

SUMMARY

PROPOSED LENGTH
1,532.26 Feet
92.86 Rods

PROPOSED ACREAGE
1.76 Permanent Easement Acres
1.76 Temp Workspace Acres
0.11 ATWS Acres

LEGEND

-  Easement Centerline
-  Permanent Easement
-  TWS
-  ATWS
-  Tracts



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023



HEARTLAND
GREENWAY

EXHIBIT A
Arnold Erickson
HGS-SD-MI-1-058.001
Minnehaha County, SD






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SUMMARY

PROPOSED LENGTH
1,286.40 Feet
77.96 Rods

PROPOSED ACREAGE
1.48 Permanent Easement Acres
1.48 Temp Workspace Acres
0.23 ATWS Acres

LEGEND

-  Easement Centerline
-  Permanent Easement
-  TWS
-  ATWS
-  Tracts



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023



*Serving South Dakota....
from South Dakota since 1916*

PO Box 9 | De Smet, SD 57231 | Office - 605.854.3337
www.desmetfarmmutual.com | Fax - 605.854.3704

We have received multiple inquiries from De Smet Farm Mutual members regarding liability exposure related to the CO2 pipeline that is expected to run through or near their property. There are specific exclusions for liability protection (Coverage L) that apply to pollutants.

**EXCLUSIONS THAT APPLY TO COVERAGE L – PERSONAL LIABILITY
AND TO COVERAGE M – MEDICAL PAYMENTS TO OTHERS**

This policy does not apply to **bodily injury** or **property damage** which results directly or indirectly from:

the discharge, dispersal, release, or the escape of **pollutants** into or upon land, water or air.

CO2 and other chemicals (whether in solid, liquid, or gaseous form) would be pollutants as defined by your policy.

While we are not personally privy to any contracts between pipeline owners and landowners, please be aware that members may have exposure to significant personal liability for any damages caused by issues related to the pipeline on their property that are not covered by their liability insurance.

In the future, technology may render the pipeline useless or ineffective, pipeline owners and operators may change, and other factors could change that would increase the potential that you may be personally liable for cleanup, removal, and other activities that cause damage as a result of the pipeline being installed. Having a pipeline running through a member's property, carrying a pollutant, subjects them to substantial uninsurable exposure.

Jordan,

I have attached photos of Arny and I and our family. We farm with our son John Erickson, so there is a separate picture of John, his wife Liz, and their three children.

A little bit about us:

Arny grew up on the farm we live on in Minnehaha county. Some of the land that the pipeline route goes thru was purchased by his great grandfather Johnson in 1898. We raise corn, beans, and alfalfa. We have stock cows and feed the calves out in our feedlot. When Arny and I got married I was a practicing veterinarian, so I kept my maiden name. I have since retired from formal practice and now help farm full time. Our son John Erickson farms full time with us. He and his family live in a house that will be within 1200 ft of the proposed pipeline. We have worked hard to acquire acres that are in one location and premium crop ground. Over the last two decades we have also installed tile to increase the productivity of our land. So now as the Navigator pipeline begins to create their route, it has hit us on three different fronts.

First of all, the current proposed route will threaten the safety of our treasured grandchildren as it runs within 1,200 feet of their home.

Secondly, the pipeline will disrupt the soil by going thru 4 contiguous quarters of prime crop ground. Along with disrupted soil, another concern is the compaction that will be caused by their large machinery. This can be a major problem for root development of the corn and soybean plants.

Thirdly, the CO2 pipeline will run thru one of our biggest tiling projects. We are not convinced that drainage tile can be repaired to its original state after the ground underneath the tile has been disrupted. The settling of the dirt after the tile has been replaced will cause a dip in the tile line that will hinder proper drainage. It is likely that this will significantly affect our yields and profit in the future. It could take a lot of time....measured in years...to determine the location to re-repair the tile until it drains properly again.

A fourth comment I have is about the housing eligibilities on the parcels that are on Navigators route. We have 8 housing eligibilities on these four parcels. A local realtor estimated that a housing eligibility with 5 acres of land in our neighborhood is worth about \$200,000 dollars. He commented "although a carbon pipeline in a close proximity would severely reduce the value, it is nearly impossible to determine the actual value reduction. It was agreed that most potential buyers would not even consider placing a home that close". So when our heirs would like to sell the farm ground, the pipeline will definitely reduce the price of the land.

It is difficult to really understand how it feels to be threatened with eminent domain until it is your property they want.







NO. 3.

WARRANTY DEED

Clinton D. Harris and Hannah
R. Harris, (his wife),

to

John A. Johnson.

Consideration \$3,000.00,
Dated August 25, 1898,
Acknowledged Aug. 25, 1898, before
Louis S. Hetland, N. P., Minnehaha
County, South Dakota, (Seal),
Filed Aug. 26, 1898 at 3:00 P.M.
Recorded Book 54 Deeds, page 485.

Conveys the NW 1/4 of Section 29, Township 102, Range 47
containing 160 acres.

NO. 4.

MORTGAGE

John A. Johnson

to

Clinton D. Harris.

Consideration \$1700.00,
Dated August 25, 1898,
Acknowledged Aug. 25, 1898, before
Louis S. Hetland, N. P., Minnehaha
County, South Dakota, (Seal),
Filed Aug. 26, 1898 at 3:00 P.M.
Recorded Book 71 Mtgs., page 37.

Mortgages the NW 1/4 of Section 29, Township 102, Range 47,
containing 160 acres.

Secures one note due August 1, 1903 with interest thereon at
7% per annum.

(Seal, General Land Office),

Filed Aug. 30, 1898 at 4:00 P.M.

to

Clinton D. Harris.

Recorded Book 45 Deeds, page 442.

Conveys and grants the NW 1/4 of Section 29, Township 102, Range 47, containing 160 acres.

Founded on Homestead Certificate #10744.

NO. 3.

WARRANTY DEED

Clinton D. Harris and Hannah
R. Harris, (his wife),

to

John A. Johnson.

Consideration \$3,000.00,
Dated August 25, 1898,
Acknowledged Aug. 25, 1898, before
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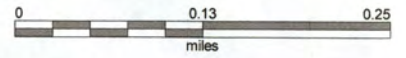


North West Quarter

Client: Erickson, Arnie
Farm: Red Rock Twp Sec 29
Field: North West Quarter
Name: Spring 2020
Date: 6/22/2020



4 Inch Tile	0.00 ft
5 Inch Tile	0.00 ft
6 Inch Tile	0.00 ft
8 Inch Tile	1626.48 ft
10 Inch Tile	0.00 ft
12 Inch Tile	0.00 ft



AB EXCAVATION

2935 160TH ST • ROCK RAPIDS, IA 52446

Alan & Jill Bruggeman - 712-472-2705 Cell - 712-470-1777

Austin Bruggeman - 712-470-2124

• TILE MACHINE • EXCAVATOR • DOZERS
• SCRAPER • BACKHOE • TRENCHER • PACKER



EXHIBIT A
Arnold Erickson
HGS-SD-MI-1-056.000
Minnehaha County, SD
1-056,000






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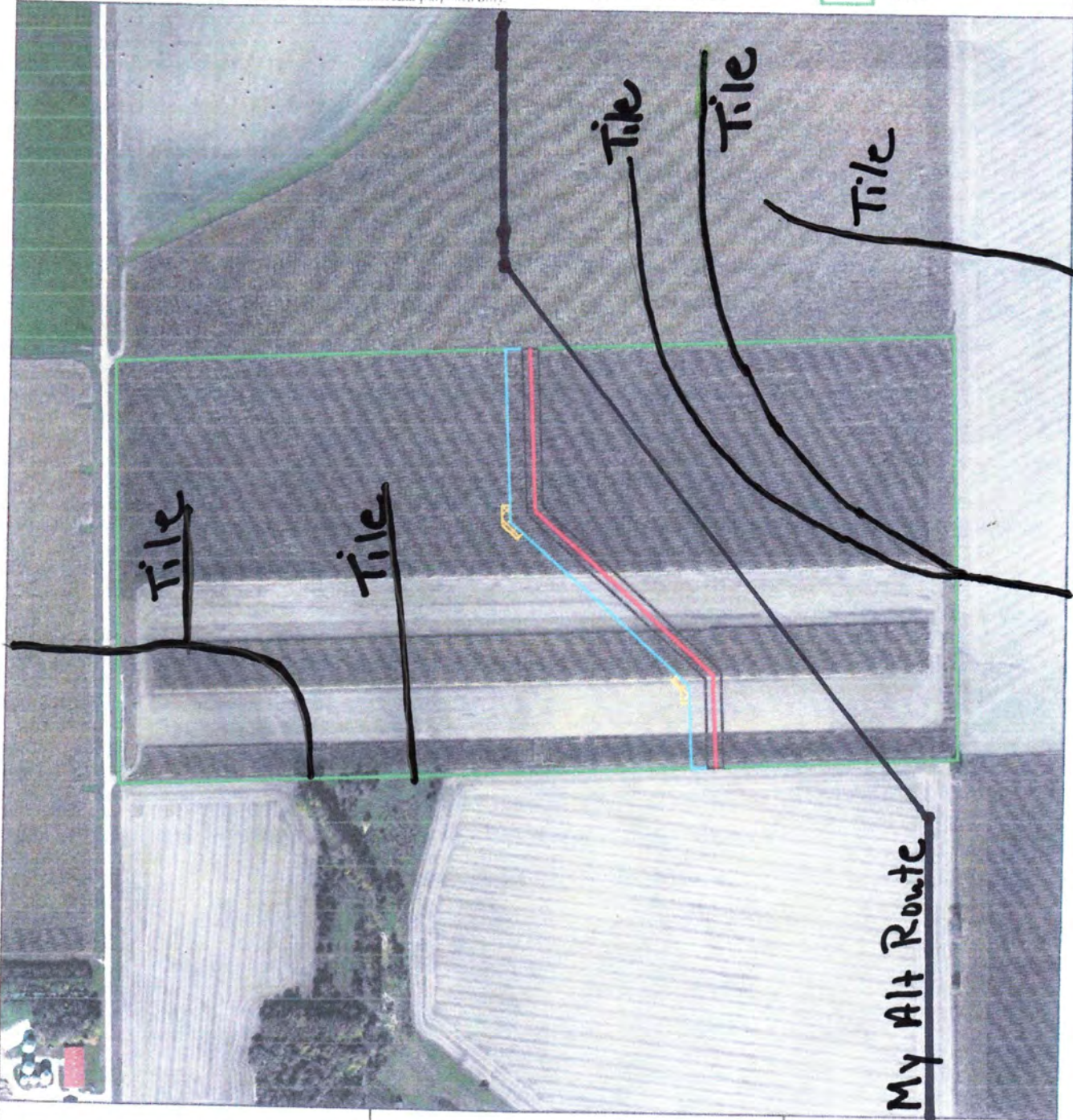
SUMMARY

PROPOSED LENGTH
1,532.26 Feet
92.86 Rods

PROPOSED ACREAGE
1.76 Permanent Easement Acres
1.76 Temp Workspace Acres
0.11 ATWS Acres

LEGEND

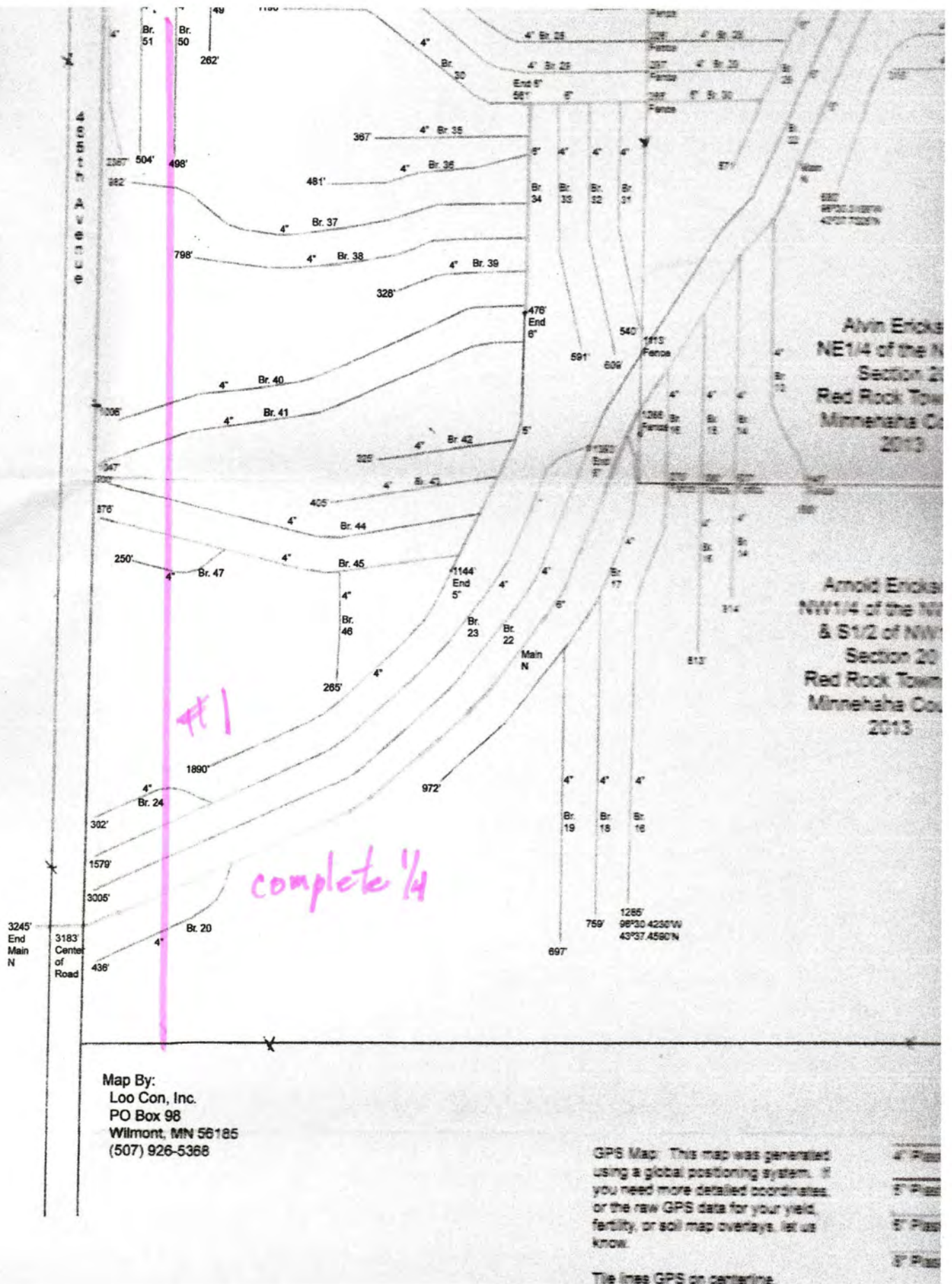
-  Easement Centerline
-  Permanent Easement
-  TWS
-  ATWS
-  Tracts

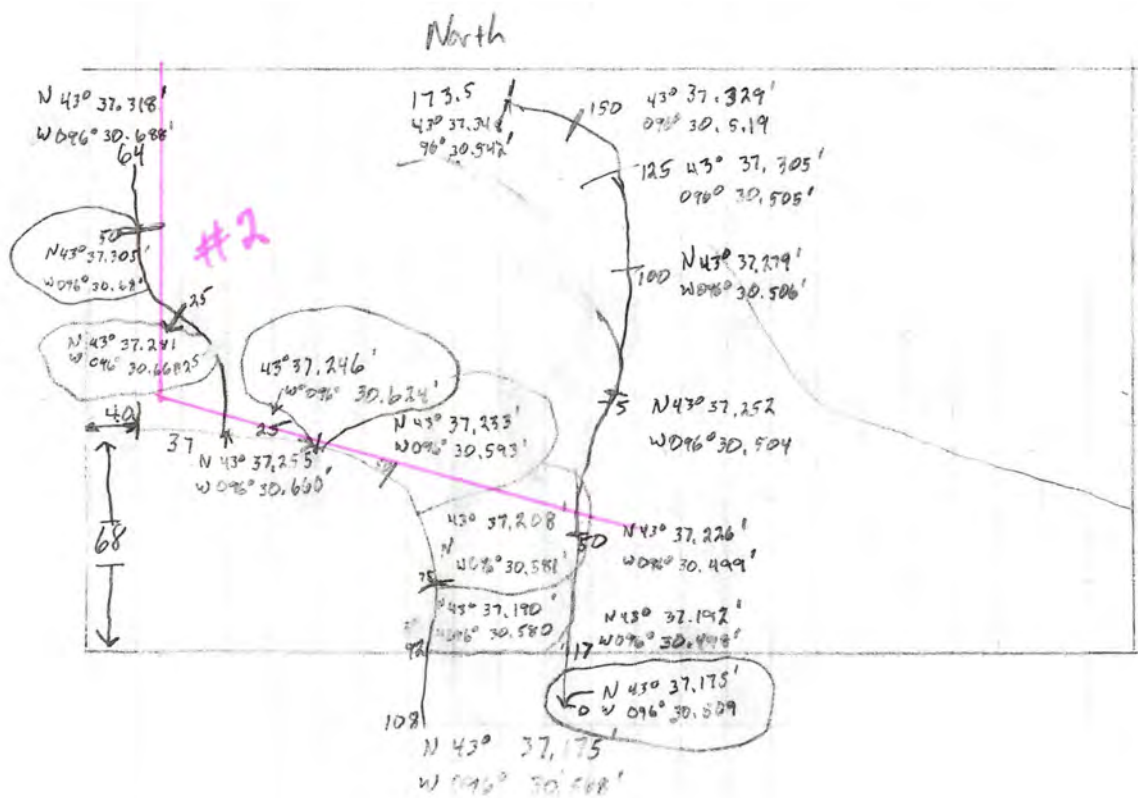


NAVIGATOR HEARTLAND GREENWAY

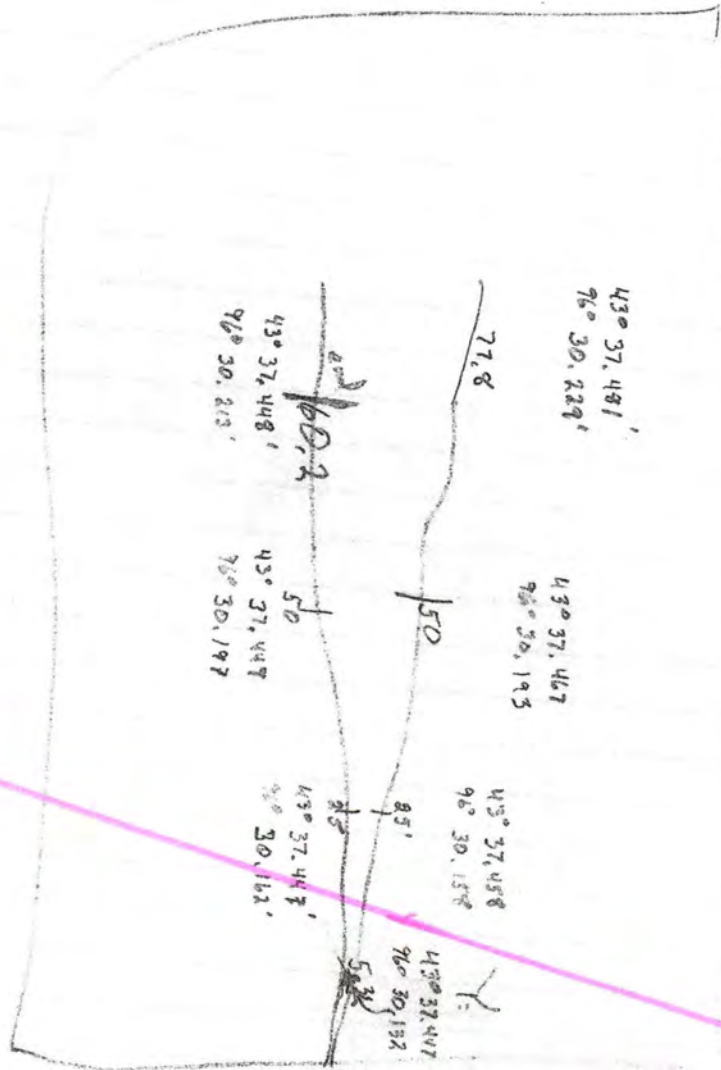


DATE: 1/28/2023





Those 2
sheets 80a



#3

Does across our file
17 times if it follows
the map

it would go 1/2 mile along East we own.

#4

this goes

***DEFINITIONS OF WETLAND LABEL CODES**

AW	<u>Artificial Wetland:</u> An area that was formerly a non-wetland area under natural conditions but now exhibits wetland characteristics because of the influence of human activities. These areas are exempt from the Food Security Act of 1985, as amended. This label includes irrigation induced wetlands.
CC	<u>Commenced Conversion:</u> A wetland, farmed wetland, farmed wetland pasture, or converted wetland on which the conversion began but was not completed before December 23, 1985, was approved by FSA to continue, and the conversion was completed by January 1, 1995.
CPD	<u>COE Permit with Mitigation:</u> A converted wetland authorized by a permit issued under Section 404 of the Clean Water Act. Production of agricultural commodities is allowed subject to conditions of the permit.
CMW	<u>Categorical Minimal Effect:</u> A wetland that meets specific categories of conversion activities that have been determined by NRCS to have minimal effect, individually and cumulatively, on the functions and values of the wetland and the wetlands in the watershed.
CW	<u>Converted Wetland:</u> A wetland converted between December 23, 1985, and November 28, 1990. Production of an agricultural commodity or additional manipulation of these areas will yield USDA benefit ineligibility. Also, these areas are wetlands converted after December 23, 1985, by a county, drainage district, or similar entity. For these instances, production of an agricultural commodity or forage for mechanical harvest or additional manipulation will cause ineligibility for USDA program benefits.
CW+year	<u>Converted Wetland + (year the conversion occurred):</u> A wetland converted after November 28, 1990, where the USDA program participant is ineligible for benefits until the wetland is restored or mitigated unless an exemption applies.
CWNA	<u>Converted Wetland Non-Agricultural Use:</u> A wetland converted after November 28, 1990, to a use other than agricultural commodity production. Label not used for certified wetland determinations completed after 2/2008.
CWTE	<u>Converted Wetland Technical Error:</u> A wetland converted or commenced after December 23, 1985, based on an incorrect NRCS determination. This label does not apply to obvious wetlands as defined in the National Food Security Act Manual.
FW	<u>Farmed Wetland:</u> A wetland that was manipulated and planted before December 23, 1985, but still meets inundation or saturation criteria. These areas may be farmed and maintained as documented before December 23, 1985, as long as they are not abandoned (i.e., management or maintenance for commodity production ceased for 5 consecutive years).
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PC/NW	<u>Prior Converted Cropland/Non-Wetland:</u> An area that contains both PC and NW.
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Certified Wetland Determination

Field Office: Sioux Falls Field Office
Certified By: Danny Morrison
Legal Description: S2NW4 29-102-47

Agency: USDA-NRCS
Certified Date: 12/26/2019
Tract: 11072



Minnehaha County

1:9,000 1 inch = 750 feet





United States Department
of Agriculture

Natural Resources
Conservation Service

NRCS-CPA-026E
9//2012

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION DETERMINATION

Name	Erickson Farm Inc	Request Date:	9/20/19	County:	Minnehaha
Address:	48494 260th St Valley Springs, SD 57068				
Agency or Person Requesting Determination:	Farm Service Agency	Tract No:	11073	FSA Farm No.:	11073

Section I - Highly Erodible Land

(Y/N)

Is a soil survey now available for making a highly erodible land determination?	
Are there highly erodible soil map units on this farm?	
Fields in this section have undergone a determination of whether they are highly erodible land (HEL) or not; fields for which an HEL Determination has not been completed are not listed. In order to be eligible for USDA benefits, a person must be using an approved conservation system on all HEL.	

Field(s)	HEL(Y/N)	Sodbust(Y/N)	Acres	Determination Date

The Highly Erodible Land determination was completed in the

Section II - Wetlands

Fields in this section have had wetland determinations completed. See the Definition of Wetland Label Codes for additional information regarding allowable activities under the wetland conservation provisions of the Food Security Act and/or when wetland determinations are necessary to determine USDA program eligibility.

Field(s)	Wetland Label*	Occurrence Year (CW)	Acres	Determination Date	Certification Date
All	NW		76.2	12/19/19	12/26/19
13	W		1.1	12/19/19	12/26/19

The wetland determination was completed in the

Field

It was mailed to the person on

1/2/2020

Remarks: All field numbers are based on FSA map.

I certify that the above determinations are correct and were conducted in accordance with policies and procedures contained in the National Food Security Act Manual.

Signature	Designated Conservationist	Date
		12/26/2019

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CW	<u>Converted Wetland:</u> A wetland converted between December 23, 1985, and November 28, 1990. Production of an agricultural commodity or additional manipulation of these areas will yield USDA benefit ineligibility. Also, these areas are wetlands converted after December 23, 1985, by a county, drainage district, or similar entity. For these instances, production of an agricultural commodity or forage for mechanical harvest or additional manipulation will cause ineligibility for USDA program benefits.
CW+year	<u>Converted Wetland + (year the conversion occurred):</u> A wetland converted after November 28, 1990, where the USDA program participant is ineligible for benefits until the wetland is restored or mitigated unless an exemption applies.
CWNA	<u>Converted Wetland Non-Agricultural Use:</u> A wetland converted after November 28, 1990, to a use other than agricultural commodity production. Label not used for certified wetland determinations completed after 2/2008.
CWTE	<u>Converted Wetland Technical Error:</u> A wetland converted or commenced after December 23, 1985, based on an incorrect NRCS determination. This label does not apply to obvious wetlands as defined in the National Food Security Act Manual.
FW	<u>Farmed Wetland:</u> A wetland that was manipulated and planted before December 23, 1985, but still meets inundation or saturation criteria. These areas may be farmed and maintained as documented before December 23, 1985, as long as they are not abandoned (i.e., management or maintenance for commodity production ceased for 5 consecutive years).
FWP	<u>Farmed Wetland Pasture or Hayland:</u> A wetland that is used for pasture or haying, was manipulated and planted before December 23, 1985, but still meets the inundation or saturation criteria. These areas may be farmed and maintained as documented before December 23, 1985, as long as they are not abandoned (i.e., management or maintenance for commodity production ceased for 5 consecutive years).
MIW	<u>Mitigation Exemption:</u> A converted wetland, farmed wetland or farmed wetland pasture of which the acreage, functions and values lost have been compensated for through an NRCS-approved mitigation plan.
MW	<u>Minimal Effect Exemption:</u> A converted wetland that is exempt from the wetland conservation provisions of the Food Security Act of 1985, as amended, based on NRCS determination that the conversion has or will have a minimal effect, individually and cumulatively, on the functions and values of the wetland and the wetlands in the watershed.
MWM	<u>Mitigation Site:</u> This site of wetland restoration, enhancement, or creation serving as mitigation for the mitigation exemption (MIW) site.
NI	<u>Not Inventoried:</u> An area where no wetland determination has been conducted. Label not used for certified wetland determinations completed after 2/2008.
NW	<u>Non-Wetland:</u> An area that does not contain a wetland. Also, includes wetlands converted before December 23, 1985, but a commodity crop was not produced and the area does not meet wetland criteria (not been abandoned).
PC	<u>Prior Converted Cropland:</u> A wetland converted to cropland before December 23, 1985, and as of December 23, 1985, was capable of being cropped and did not meet farmed wetland hydrology criteria. These areas are not subject to the wetland conservation provisions of the Food Security Act of 1985, as amended, unless further drainage manipulation affects adjacent wetlands.
PC/NW	<u>Prior Converted Cropland/Non-Wetland:</u> An area that contains both PC and NW.
TP	<u>Third-Party Exemption:</u> A wetland converted after December 23, 1985, by a third party who is not associated with the participant, and the conversion is not a result of a scheme or device. A third party does not include predecessors in interest on the tract, drainage districts, or other local government entities.
W	<u>Wetland:</u> An area meeting wetland criteria that was not converted after December 23, 1985. These areas include farmed wetlands and farmed wetland pasture that have been abandoned.
WX	<u>Manipulated Wetlands:</u> A wetland manipulated after December 23, 1985, but the manipulation was not for the purpose of making production possible and production was not made possible. These areas include wetlands manipulated by drainage maintenance agreements.

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Certified Wetland Determination

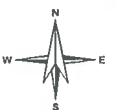
Field Office: Sioux Falls Field Office
Certified By: Danny Morrison
Legal Description: N2NW4 29-102-47

Agency: USDA-NRCS
Certified Date: 12/26/2019
Tract: 11073



Minnehaha County

1:9,000 1 inch = 750 feet



Arnie Erickson

Good morning Arnie. I did have a chance to research the potential value of a building eligibility and also with 5 acres of land in Minnehaha County. Past sales were used as well as consultation with other realtors. It was mutually agreed that the building eligibilities alone are worth around \$75,000. Added to a 5 acre parcel at \$25,000 per acre brings the total price of 5 acres with a building eligibility at a minimum of \$200,000. Although a carbon pipeline in a close proximity would severely reduce the value, it is nearly impossible to determine the actual value reduction. It was agreed that most potential buyers would not even consider placing a home that close.

Jordan,

I have attached aerial maps of our 4 parcels and marked the existing structures and distance from the easement. Map 1-056.00 does not have any close structures, but I included it for completeness. I made measurements with a ruler and their legend, so the distances are estimates.



HEARTLAND
GREENWAY

EXHIBIT A

Arnold Erickson
HGS-SD-MI-1-058.001
Minnehaha County, SD

1-058.001

This exhibit is a mapping sketch
descriptive only of the size, shape
and location of corridor and does
not constitute a plat or survey of
the tract shown. For informational purposes only.

SUMMARY






PROPOSED LENGTH

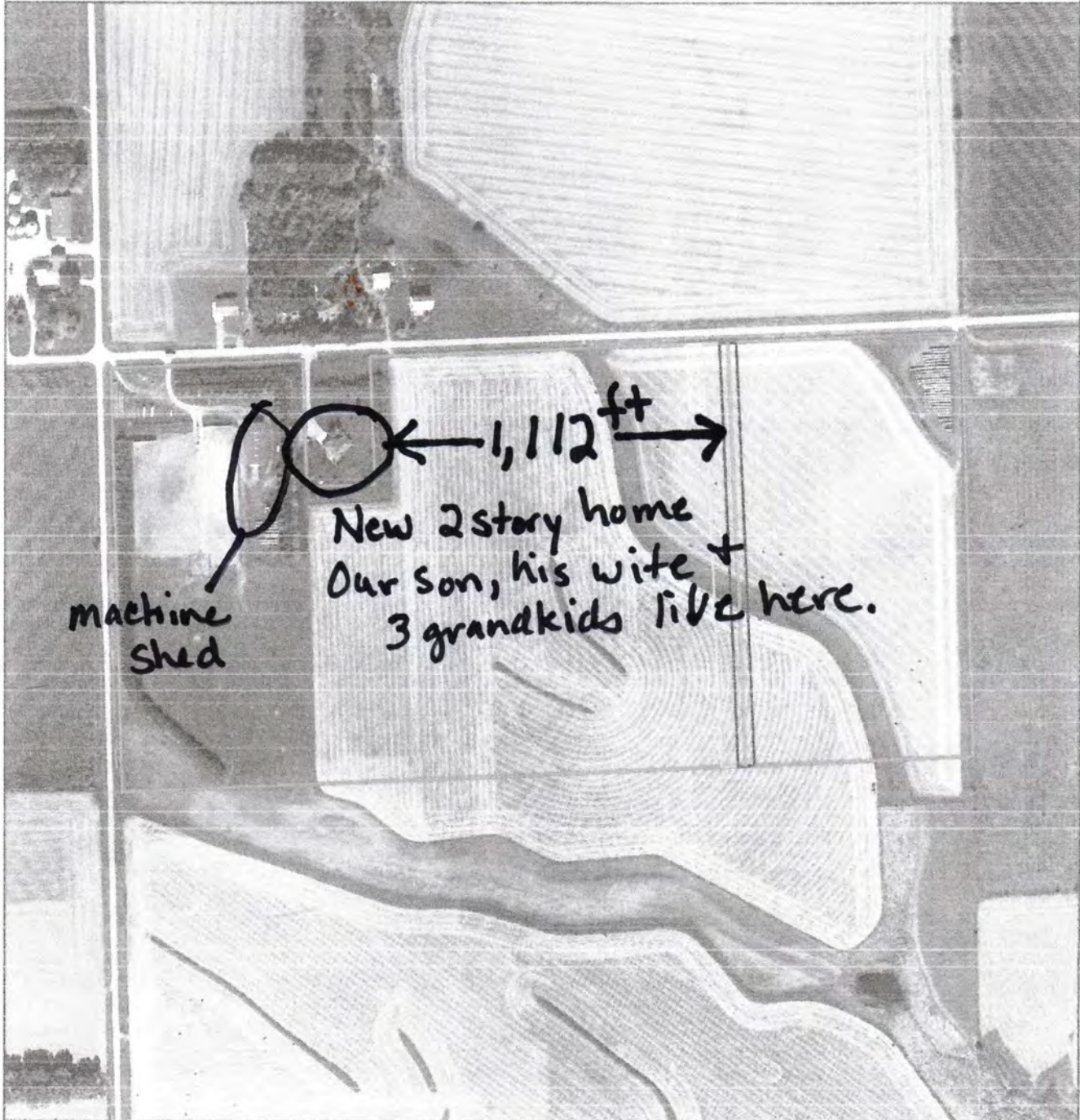
1,286.49 Feet
77.96 Rods

PROPOSED ACREAGE

1.48 Permanent Easement Acres
1.48 Temp Workspace Acres
0.23 ATWS Acres

LEGEND

-  Easement Centerline
-  Permanent Easement
-  TWS
-  ATWS
-  Tracts



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023



HEARTLAND
GREENWAY

EXHIBIT A

Arnold Erickson
HGS-SD-MI-1-055.000
Minnehaha County, SD

1-055.000

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SUMMARY






PROPOSED LENGTH

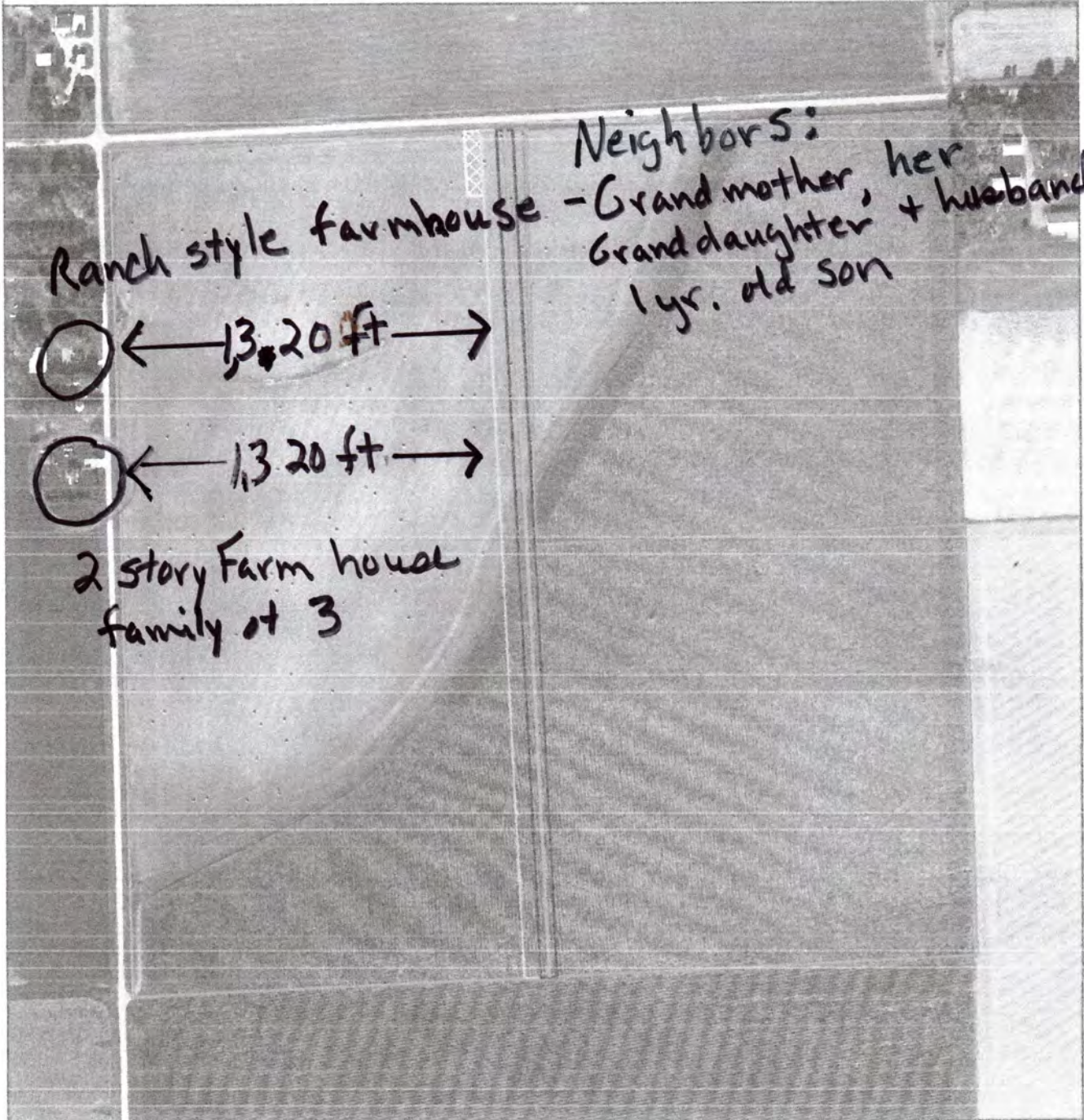
2,606.19 Feet
157.95 Rods

PROPOSED ACREAGE

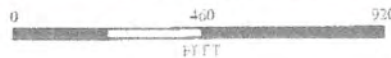
2.99 Permanent Easement Acres
2.99 Temp Workspace Acres
0.23 ATWS Acres

LEGEND

-  Easement Centerline
-  Permanent Easement
-  TWS
-  ATWS
-  Tracts



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023



EXHIBIT A
Arnold Erickson
HGS-SD-MI-1-059.001
Minnehaha County, SD

1-059.001






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SUMMARY

PROPOSED LENGTH
1,307.65 Feet
79.25 Rods

PROPOSED ACREAGE
1.50 Permanent Easement Acres
1.16 Temp Workspace Acres
0.46 ATWS Acres

LEGEND

-  Easement Centerline
-  Permanent Easement
-  TWS
-  ATWS
-  Tracts



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023



EXHIBIT A
Arnold Erickson
HGS-SD-MI-1-056.000
Minnehaha County, SD

1-056.000






This exhibit is a mapping sketch descriptive only of the size, shape and location of corridor and does not constitute a plat or survey of the tract shown. For informational purposes only.

SUMMARY

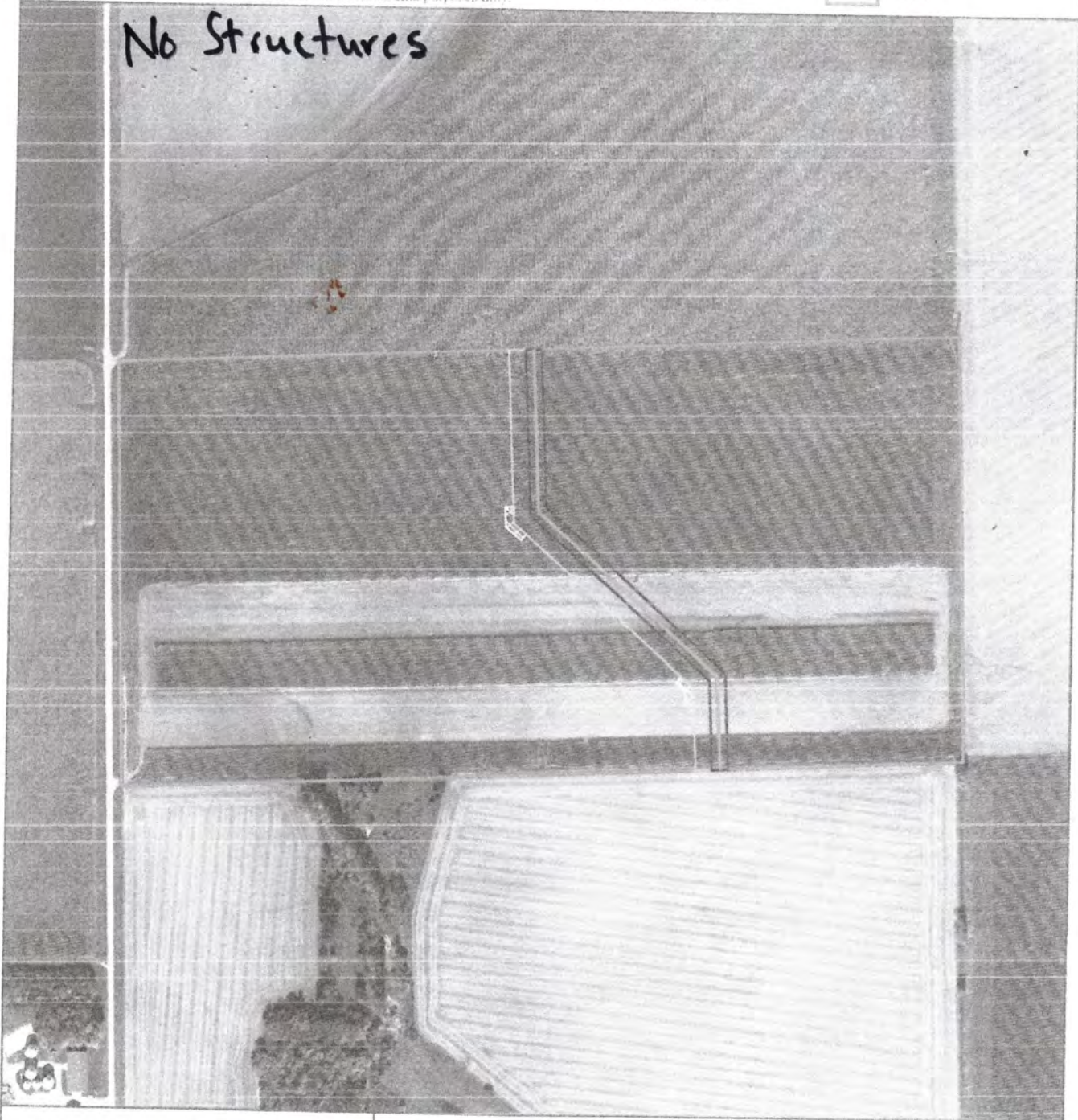
PROPOSED LENGTH
1,532.26 Feet
92.86 Rods

PROPOSED ACREAGE
1.76 Permanent Easement Acres
1.76 Temp Workspace Acres
0.11 ATWS Acres

LEGEND

-  Easement Centerline
-  Permanent Easement
-  TWS
-  ATWS
-  Tracts

No Structures



NAVIGATOR HEARTLAND GREENWAY



DATE: 1/28/2023