

De Smet Farm Mutual Insurance Company

OF SOUTH DAKOTA

Box 9 • De Smet, South Dakota 57231 • (605) 854-3337

FARMOWNERS/RANCHOWNERS
11-84-35

FARM EMPLOYER'S LIABILITY COVERAGE SCHEDULE

I agree to provide this coverage based on **your** statement that the information in the following schedule is correct. It discloses the class of **farm employee** insured under this endorsement, the total number of man days worked and the coverage premium.

Class	Farm Employees	Premium
1. Occasional Employee(s) Only - (Working not more than 20 days in aggregate)		\$
2. Farm Employees-working more than 20 days in aggregate All Employees-Total Months of Employment <u>12</u>		\$ 318.00

Coverage L - Personal Liability and Coverage M - Medical Payments to Others are extended to apply to **bodily injury** to a **farm employee** while performing duties in connection with the **farming** operations of an **insured**.

This coverage includes the following:

1. Coverage L - Personal Liability and Coverage M - Medical Payments to Others apply to **bodily injury** to a person while performing duties as a **farm employee** if the **bodily injury** results:
 - a. from the ownership, use, loading or unloading of aircraft except while the **farm employee** is engaged in the operation or maintenance of aircraft;
 - b. from the ownership, maintenance, use, loading or unloading of a motor vehicle, **motorized vehicle** or watercraft; or
 - c. from premises owned, rented or controlled by an **insured**.
2. Coverage M - Medical Payments to Others applies to **bodily injury** which occurs on or away from the **insured premises** and is:
 - a. caused by a person while performing duties as a **farm employee**; or suffered by a **farm employee** and arises out of and in the course of employment by an **insured**.

EXCLUSIONS

1. Coverage L - Personal Liability does not apply to liability for sickness, disease or death of a **farm employee** unless a written notice is received by us within 36 months after the end of the policy period in which the injury occurred.
2. Coverage L - Personal Liability and Coverage M - Medical Payments to Others do not apply to **bodily injury** to a **farm employee** employed in violation of the law with the knowledge or approval of an **insured**.
3. Coverage L - Personal Liability and Coverage M - Medical Payments to Others do not apply to punitive or exemplary damages for **bodily injury** to a **farm employee** employed in violation of the law.
4. Coverage under this endorsement does not apply to liability for **bodily injury** excluded under the Farm liability Coverage Section and not specifically covered under this endorsement.

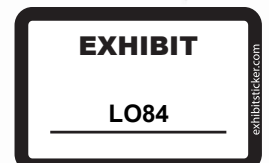
CONDITION

This coverage is subject to the **terms** of the Farm Liability Coverage Section and this endorsement does not increase the Coverage L - Personal Liability **limit** or the Coverage M - Medical Payments to Others **limit** of the policy to which it is attached, and all other **terms** of the policy not in conflict herewith apply.

DMFO-113
(Ed. 1-91)

 Secretary

Serving South Dakota from South Dakota



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FARMOWNERS-RANCHOWNERS POLICY DECLARATIONS PAGE 1

INSURED: ARNY ERICKSON AND ERICKSON
FARM INC & KAY BURKHART
48494 260TH ST
VALLEY SPRINGS SD 57068

POLICY NUMBER 33868
REPRESENTATIVE: HBH, LLC
FILE NUMBER 11-84-35

POLICY PERIOD: 12:01 A.M. Standard FROM: MAY 20, 2023 TO: MAY 20, 2024
Time at location of property described

THE FARM PREMISES COVERED HEREUNDER ARE LOCATED AS DESCRIBED BELOW:

Acre	County	Bldg	Section and Township
336	MN	1	SEC 19 102 47
220	MN		SEC 7 102 47
273	MN		SEC 29 102 47

MORE LAND DESCRIPTIONS ON THE FOLLOWING PAGE

Insurance is provided only with respect to the following coverages
for which a limit is specified, subject to all terms of this policy

COVERAGES	PROPERTY COVERAGES Limit	Limit
A. RESIDENCE FORM #3 OWNER-OCC 14X24 1.5 STY 14X24 8X24 8X10 8X6 14X30 14X16	\$ 373,000	\$ 261,100
1 STY ATT/GAR 24X28 ASPHALT AGE 06		\$ 74,600
Total Limits All Locations		
D. Scheduled Farm Personal Property	\$ 2,156,600	
E. Unscheduled Farm Personal Property (Blanket)		
F. Farm Barns, Buildings, Structures, and Additional Dwellings	\$ 802,300	
		LIABILITY COVERAGES
		Limit
		L. Personal Liability each occurrence \$ 1,000,000
		each person \$ 2,000
		M. Medical Payments to others each accident \$ 25,000
		Policy Cost (PREMIUM)
		Payable at inception date \$ 11,385.77

Forms and Endorsements made part of this Policy at time of issue:

100 (6-02)	122 (4-91)	102 (1-91)	105 (1-91)	111A(12-92)	136A(9-13)
107 (1-91)	231B(1-08)	112 (1-91)	127 (4-91)	113 (1-91)	131A(9-13)
STDM 109A(4-97)	225A(3-97)	233 (3-97)	234 (4-97)	100 (4-00)	102 (4-00)
236 (4-00)	237 (3-02)	108 (3-04)	109 (3-04)	110 (6-08)	101A(6-09)
308 (5-17)	310 (4-18)	407 (12-20)		404 (4-17)	306 (4-17)
					307 (5-17)

DEDUCTIBLE: Loss by one or more of the PERILS insured against under Property Coverages of this policy is subject to a \$ 5,000.00 deductible.

(Scheduled Personal Property (Inland Marine) is always subject to \$ 250 deductible).

Mortgagee(s) (Name) DACOTAH BANK

COUNTERSIGNED at De Smet, South Dakota this 19 day of APRIL, 2023.

DMFO-122
(Ed. 4-91)

DECLARATIONS - CONTINUED ON DECLARATIONS PAGE 2

 Secretary

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*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.

Kay and Army

From: Terry Johnson <terry@hegg.com>
Sent: Friday, March 24, 2023 10:25 AM
To: kayarmy@alliancecom.net
Subject: building eligibility
Attachments: arnie erickson info.docx

Terry Johnson
Hegg Realtors
605-366-1888
terry@terryjohnsonrealestate.com
e-fax 605-274-9330

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.