

RECEIVED

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To: Public Utilities Commission,

From: Jerry J. Burger,
10644 417th Ave.
Britton, SD 57430
Marshall County

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

I signed up to be an intervener shortly after being presented an easement contract by Trans Canada Keystone. On our first contact their land agent tried to get me to sign the easement without even having a chance to read it. He had a check book in hand if only I would sign. I know the only reason he did not push any harder than he did is we were sitting in the Clerk of Courts office in Marshall County. I told the gentleman that I would not sign anything until I had a chance to read it over and to talk to my lawyer. He wasn't very happy but he agreed to call on me later. He then preceded to call me every other day until I finally told him that I was not going to sign at all. I was then informed that if I did not sign that I would probably get nothing as they would take the land by eminent domain.

I have several Questions that I would like to address to the commission.

1. Why should I accept a one time payment offer of \$6,363.00 for a permanent and temporary easement across my 80 acres of land? They would like to use my 3.5 acres for at least 50 years which equates to $\$6363.00 / 3.5 \text{ acres} / 50 \text{ years} = \36.36 per acre per year. Why should I settle for this when I make a \$100.00 per acre now with no or very limited risk. I don't have to worry about my property being contaminated beyond use or repair with my renters as they are farmers and know how to treat the land. Also if my renters don't abide by our agreement I can always rent it to someone else.
2. What gives a foreign company from a foreign country the right to come into our state and use the right of eminent domain to take my land that has been in my family for four generations? The company says it negotiates in good faith but there is no give and take if you don't give the land to them then they will take it.
3. According to the easement that Trans Canada asked me to sign, if there was a leak that contaminated my land or my neighbors there is absolutely no recourse for me to recoup the damages from their spill without going to court. Even then if I voluntarily signed this easement I don't think there would be a thing the court could do for me. It states in paragraph 1 and 8 that the Grantor (on behalf itself and its heirs, assigns, agents, successors in interest and any other person or entity through or under it) does hereby release, acquit, waive and forever discharge Grantee and its successors ... from all manner of action, causes of action, lawsuits, claims and demands of every kind and nature whatsoever, whether known or unknown... If this is the case and there is a leak who is going to help the land owners?
4. I believe that before a permit is issued that Trans Canada should be required to do several things:
 - A. Return all previously signed easements. So they can be renegotiated **in good faith** not told to take it or we'll take it from you.

B. Post a cash bond much like Homestake gold mine was required to do.

C. Provide proof of liability insurance coverage naming the state of SD the PUC, counties, any and all water systems that are going to be crossed, along with each and every land owner as additional insured on their policy.

D. Trans Canada should also be charged a fee for each and every barrel of oil pumped through the state. This fee should be posted in a fund for future use to help cover all costs associated with spills, accidents, fires , environmental impacts , clean ups and property damage.

In closing I guess what I really want form the public utilities commission is to do what we as South Dakotans elected you to do. Namely protect us from these overzealous corporations and protect what is rightly ours as citizens of this state.

Sincerely:

Jerry J. Burger

A handwritten signature in cursive script that reads "Jerry J. Burger". The signature is written in black ink and is positioned below the typed name.