

# **Attachment No. 16**

# Exhibit 6

**Henkin** – little known Lake County town and hunting lodge; important to the area in the 1920's and 30's. Henkin was a plotted, surveyed town when the Chicago, Milwaukee and St. Paul railroad was built through the county at the turn of the century. A water tower and other railroad facilities were located at the site. The town was a service stop for the train between Madison and Huntimer. The railroad line came into Lake County from the north through Oldham, Ramona, Madison, Henkin and Huntimer. Eventually the line joined another branch of the Milwaukee at Elk Point, SD.

Another entry states: Henkin in Chester Township was a railroad stop built on the Milwaukee cut-off to Sioux Falls during 1905 or 1906. It was names for Joe Henkin, who was later mayor of Madison, S.D. and who started KSOO radio station in Sioux Falls.

Sylvia Henkin's late husband, Morton, was son of Joseph (wife Tabitha) Henkin. The Henkin family originally lived in Madison, but later moved to Sioux Falls and originated KSOO radio station.

Sylvia relates why the town came into being:

"The Milwaukee railroad needed to place a water tower in the vicinity of southeast Lake County. It happened to be on land owned by Joseph Henkin, Madison. They asked if he would mind if they painted the Henkin name on the tower. Of course, it was okay with Joe Henkin. A man by the name of Palmer, (I think), owned land adjacent to the spot, and he offered Joe \$2,000 to have the name Henkin removed and Palmer painted on the tower. Joe said, 'No.' In 1909, that was quite a sum of money.

The Henkin family lived in Madison until 1926 when they moved to Sioux Falls. Mr. John (Lucile) Orton from Rutland relates that her father, Pearl Bond, and an uncle, Charlie Smith, jointly owned a grain elevator located on the west side of Wentworth in the early 1920's. It was sold and moved to Henkin.

The number of established business or residences cannot be sustained by these people after so many years have elapsed. The platted map of Henkin, from the Register of Dee's office of Lake County shows three surveyed streets and three avenues. It is doubtful that many of these lots were occupied according to historians.

During the late 1920's, however, the railroad line no longer needed the Henkin water tower facilities; the town was abandoned and buildings moved out. These included the elevator and railroad buildings.

At present, the old Henkin town site is owned by Wayne Hefner. Their ranch-style home is built near where the water tower once stood.

Dr. Donald D. Parker, history instructor, wrote from 1867-1869, the north half of Lake County was part of a large Indian Reservation. Lake County has limited documented information about tribal activity.

In 1917, W.H. Over recorded two mound groups in the area, the Chester Mounds and Madison Pass Mounds. The Chester site appeared to be a Woodland burial mound, later used by historic tribes for burials. It is located on the south side of Brant Lake.

Native American tribes thought to have lived in the area were Woodland Indians, Yankton, and Santee. All are considered to be Lakota/Dakota tribal people.

Taken from History of Lake County, copyright 1995 by the Lake County Historical Society. Co-Editors: Clyde Brashier and James Swanson (pages 105, 192, 206-207, 232, 293, 907, 975).







# Exhibit 8



Just now · 🌐

Cong. Steve King created this spreadsheet to better explain Co2 pipeline proposals and profits he's estimated.

	A	B	C	D	E	F
1	<b>Summit, Navigator, Wolf; Projected 45Q &amp; 45Z Revenue</b>					
2		<b>Summit Carbon S</b>	<b>Navigator</b>	<b>Wolf</b>	<b>3 Pipeline Total</b>	<b>10 Year Budget Window</b>
3	<b>Miles\Pipeline</b>	2000	1300	280	3580	
4	<b>Const Costs</b>	\$4,500,000,000.00	\$3,000,000,000.00	\$630,000,000.00	\$8,130,000,000.00	
5	<b>Nmbr Plants</b>	32	21	4	57	
6	<b>Gal. Ethanol</b>	4,320,000,000	5,400,000,000	4,536,000,000	14,256,000,000	
7	<b>Tn CO2 Seqst</b>	12,000,000	15,000,000	12,600,000	39,600,000	
8	<b>Ethel Gal Mitp</b>	360	360	360	360	
9	<b>Value 45Q\Tn</b>	\$85.00	\$85.00	\$85.00	<b>Cost</b>	
10	<b>Value 45Z\Gal</b>	\$1.00	\$1.00	\$1.00		
11	<b>Total Tax \$'s 45Q</b>	\$1,020,000,000	\$1,275,000,000	\$ 1,071,000,000	\$3,366,000,000	\$33,660,000,000
12	<b>Total Tax \$'s 45Z</b>	\$4,320,000,000	\$5,400,000,000	\$4,536,000,000	\$14,256,000,000	\$142,560,000,000
13	<b>Total Tax Dollars\year</b>	\$5,340,000,000	\$6,675,000,000	\$5,607,000,000	<b>\$17,622,000,000</b>	<b>\$176,220,000,000</b>
14	<b>Total Revenue Projected\Pipeline Cmpny</b>	\$3,612,000,000	\$4,515,000,000	\$ 3,792,600,000	<b>\$11,919,600,000</b>	<b>"revenue"</b>
15	<b>Total Projectd Ethanol plant Revenue</b>	\$1,728,000,000	\$2,160,000,000	\$1,814,400,000	<b>\$5,702,400,000</b>	
16	<b>Per Gallon Subsidy to Pipeline Co.</b>	\$0.84	\$0.84	\$0.84	\$0.84	
17	<b>Per Gallon Subsidy Ethanol Plant</b>	\$0.40	\$0.40	\$0.40	\$0.40	
18	<b>Total Per Gal Subsidy 45Q &amp; 45Z</b>	\$1.24	\$1.24	\$1.24	\$1.24	
19	<b>Per Bushel federal subsidy @ 3.0 gal\bushel</b>	\$3.71	\$3.71	\$3.71	\$3.71	
20						

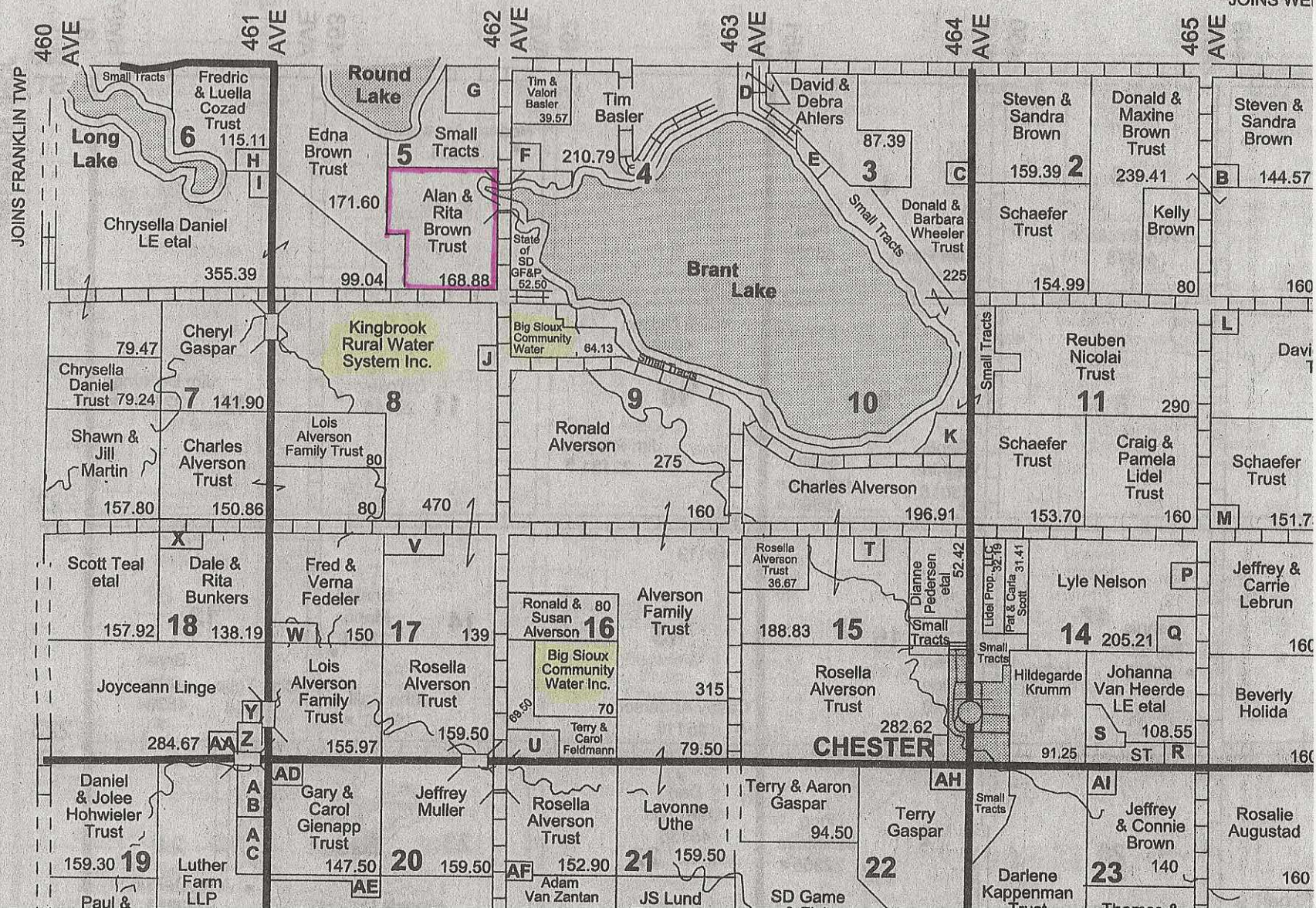


# CHESTER TWP

## LAND OWNER

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JOINS WE



LAND OWNER & RURAL RESIDENT MAPS



# Exhibit 10

Hi Rita,

As promised, here's a summary of the discussion I had with our senior underwriting management team, who's getting direction from State Farm corporate legal. Of course we aren't going to be able to provide a specific answer to a hypothetical liability claim scenario because each situation can have a plethora of different things that may occur. Each individual claim situation has unique circumstances that could impact how that specific claim is handled.

A few general statements would be:

- The CO2 pipeline on an insured property may add an additional risk. That risk is handled and covered under our Farm/Ranch policy same as any other risk would be.
- Our Farm Ranch liability coverage is similar to other policies in the market, and does provide broad liability coverage to protect our insureds.
- The insured would need to be considered liable/negligent in their actions that led to a situation that occurs for a liability payment to be made. In that case, we would defend, and we would pay up to the policy limits.
- We do provide defense coverage to our insured if they are sued as part of the investigation to determine whether liability coverage applies.
- If there is a leak on the pipeline that is on the insured's property and that leak has nothing to do with any actions by our insured to cause the leak...we provide defense coverage. If our insured is found to be negligent, we pay the claim up to the policy limits.
- The policy limit that would likely apply is the coverage L Liability limit, plus the Personal Liability Umbrella limit.
- Chemical drift limit would likely not apply based on how that is worded.
- The limited pollution coverage limit would likely not apply on a situation like this.....because the leak is from the pipeline and not from a farming operation.

Bottom line is that if there in an unintentional act by our insured that leads to the CO2 pipeline located on their property being damaged that claim will be investigated and a determination will be made on any potential payment. That is no different than how we approach any liability claims whether that is for a farm, an auto, a business, or personal liability. Know that State Farm does what our policy contract allows and we will always do what we can do to take care of our customers.

Randy

**From:** brownar <brownar@itctel.com>  
**Sent:** Tuesday, May 24, 2022 2:58 PM  
**To:** Randy Schaefer <randy.schaefer.lo1q@statefarm.com>  
**Subject:** RE: [EXTERNAL] R. Brown Pipeline Easement



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
04/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ryan Reiner State Farm Insurance 3015 E 10th St Sioux Falls, SD 57106	<b>CONTACT NAME:</b> Kyla <b>PHONE (A/C, No, Ext):</b> 605-332-7857 <b>FAX (A/C, No):</b> 605-332-8518 <b>E-MAIL ADDRESS:</b> Kyla@GoReiner.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Betty														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:    RETENTION \$		41-b5-4892-7	12/10/2021	12/10/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
X	Homeowners Premises/Personal Liability		41-BA-5737-9	02/22/2022	02/22/2023	Homeowners Liability 300,000 Premise Liability 300,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 State Farm policies exclude liability coverage to anything that happens with CO2 pipelines because it is hazardous material. There is no coverage extending from any of Betty's policies including her homeowners, personal liability umbrella and premise liability policy. We do not offer a policy to cover CO2 pipelines.  
 Premise/Personal Liability policy: 91-B3-5841-6

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 