

# **Attachment No. 13**

# LAND RECLAMATION of the Bison Pipeline

TRANSCANADA'S BISON PIPELINE in  
Montana 04/12/2011

Pictures: Bob Zellar – Billing Gazette  
Lincoln Star Journal

A cattleguard damaged during installation of the Bison high pressure gas pipeline in southeast Montana 04/12/2011



Blowing and blown soil on Robert Rusley's property on the Bison high pressure gas pipeline right of way in southeast Montana. 10/27/2010

152



10/27/2010 02:54



A pipeline sign lies fallen in a trench left after the soil over the Bison pipeline sunk in spring on Robert Rusley's property in southeast Montana 04/12/2011





One sign has fallen while another leans in the soft soil on the Bison high pressure gas pipeline right of way in southeast Montana 04/12/2011



Janelle Reiger walks on a concrete creek crossing damaged during installation of the Bison high pressure gas pipeline in southeast Montana 04/12/2011





Janelle Reiger stand in a trench left after the soil over the Bison pipeline sunk this spring on Wade Klauzer's property in southeast Montana 04/12/2011



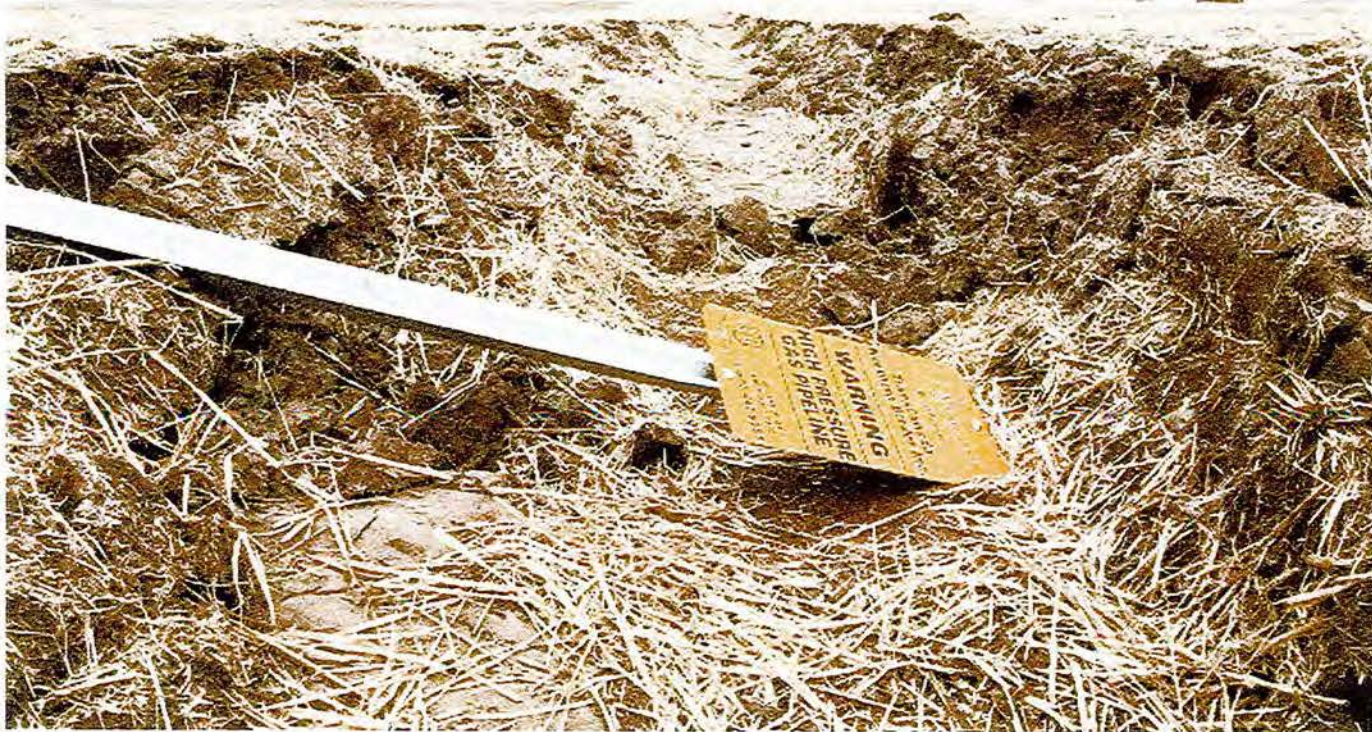


Wade Kllauzer stands by a trench left after the soil over the Bison pipeline sunk this spring on his property in southeast Montana 04/12/2011





A pipeline sign lies fallen in a trench left after the soil over the Bison pipeline  
sunk this spring on Robert Rusley's property in southeast Montana  
04/12/2011





Water erosion on Wade Klauzer's property on the Bison high pressure gas pipeline right of way in southeast Montana 04/12/2011



Janelle Reiger walks by a trench left after the soil over the Bison pipeline sunk this spring in southeast Montana 04/12/2011







**SUMMIT CARBON**  
SOLUTIONS

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May 5, 2023

The David & Valerie Rath Living Trust, dated December 02, 2013  
12175 363rd Avenue  
Leola, SD 57456

**RE: In the Matter of the Application by SCS Carbon Transport LLC  
for a Permit to Construct a Carbon Dioxide Pipeline  
PUC Docket: HP22-001**

Dear The David & Valerie Rath Living Trust, dated December 02, 2013:

As you are aware, we continue to plan for the permitting of the proposed Summit Carbon Solutions CO<sub>2</sub> pipeline in South Dakota. A court has entered an order granting SCS Carbon Transport LLC and its agents access to your property for the purpose of conducting civil, environmental and archaeological/cultural surveys and examinations, including any necessary geotechnical/soil borings. That order is attached.

We write to update you on our plans for such survey and examination work. Our expected dates of entry would be from May 8, 2023 to May 13, 2023.

If, for some reason, damage should occur, that damage is the responsibility of the project, and we would seek to make it right with you as soon as we can.

We thank you for your consideration and hope to gain your trust and confidence as we proceed.

Sincerely,

Jenni Sherrill, Right of Way Supervisor in service to Summit Carbon Solutions

STATE OF SOUTH DAKOTA )  
 )SS  
COUNTIES OF MCPHERSON, SPINK, )  
BROWN, AND EDMUNDS )

IN CIRCUIT COURT  
FIFTH JUDICIAL CIRCUIT

PETER HELFENSTEIN, JR., ROTT FARMS, INC., KETTERLING FARM, LLC, VILHAUER LAND LIMITED PARTNERSHIP, BRIAN HOFFMAN THE DAVID AND VALERIE RATH LIVING TRUST, COLIN AND MARY BETH HOFFMAN, JEROME G. HOFFMAN, MICHAEL AND NANCY KLIPFEL, ALDEN AND WILMA FLAKOLL, SHANTEL C. SCHUMACK, LEROY AND JOAN WEISZHAAR, and WADE AND JUDY WEISZHAAR,

Plaintiffs,

vs.

SCS CARBON TRANSPORT LLC, a/k/a SUMMIT CARBON SOLUTIONS,

Defendant.

SCS CARBON TRANSPORT LLC,

Plaintiff,

vs.

GERALDINE H. SAYLER JORDRE, DENNIS WOLFF, QUINTON WOLFF, R & C FEICKERT LAND LLC, REBECCA D. MICHAELSOHN, DAVID MELLAND, ROTT RANCH LIMITED PARTNERSHIP, THE ROGER E. MEYER AND ELIZABETH I. MEYER REVOCABLE LIVING TRUST, SUSIE K. TREFTZ, PAMALA KESSLER, GARY AND SHIRLEY WOLFF LIVING TRUST, WILLARD GOESHEL, LARVINA W

**ORDER GRANTING  
SCS CARBON TRANSPORT LLC'S  
MOTION FOR SUMMARY JUDGMENT  
AND DENYING LANDOWNERS'  
MOTION TO CONTINUE**

45CIV22-000014

45CIV22-000018

MEIER, KEN STUGELMAYER, MARSHA M. VOSSLER, THE MARK M. VOSSLER AND MARSHA M. VOSSLER REVOCABLE TRUST, MARILYN D. NELSON, MARK THOMPSON, THE ESTATE OF ALBERT EUGENE ERDMANN, CHARLES E. SCHAUNAMAN, JEROME R. WAHL, THE VIRGINIA L. BREITAG LIVING TRUST, and SIEH FARMS, LLC,

Defendants.

BRAUN FAMILY TRUST 2020, B&L FISCHBACH FARMS, MARGARET ELLETT LIVING TRUST, KEN OLSON TRUST 2010, OLSON FAMILY TRUST 2019, FRANCOLI FAMILY LIMITED PARTNERSHIP, FISCHBACH REAL ESTATE LP, ED and JOELL FISCHBACH, ARMADALE LIMITED PARTNERSHIP, PAUL FISCHBACH TRUST 2012 & DAWN FISCHBACH TRUST 2012, J&S PARTNERSHIP, MYRON O. HAMMER CREDIT SHELTER TESTAMENTARY TRUST, and JAMES AND ALTA SMITH,

Plaintiffs,

vs.

SCS CARBON TRANSPORT LLC, a Delaware Limited Liability Company, a/k/a SUMMIT CARBON SOLUTIONS,

Defendant.

71CIV22-000047

JARED BOSSLY, BOSSLY REAL ESTATE LIMITED PARTNERSHIP, KENNETH and DIANNA SHAFER, ESTATE OF DONALD A. SCHAUNAMAN, CRAIG SCHAUNAMAN, KIRK SCHAUNAMAN, JOYCE DAHME, TODD and DONNA ROZELL, SCOTT ROZELL, DENNIS and

06CIV22-000253

JEAN HASELHORST, MILTON and  
RHONDA HASELHORST, SETH KLIPFEL,  
and MICHAEL AND NANCY KLIPFEL,

Plaintiffs,

vs.

SCS CARBON TRANSPORT LLC, a  
Delaware Limited Liability Company, a/k/a  
SUMMIT CARBON SOLUTIONS,

Defendant.

DELORES SCHUMACHER REVOCABLE  
TRUST, and JOHN AND STEPHANIE  
JUNG,

Plaintiffs,

vs.

SCS CARBON TRANSPORT LLC, a/k/a  
SUMMIT CARBON SOLUTIONS,

Defendant.

22CIV22-000020

**ORDER GRANTING  
SCS CARBON TRANSPORT LLC'S MOTION FOR SUMMARY JUDGMENT AND  
DENYING LANDOWNERS' MOTION TO CONTINUE**

This matter came to be heard on the 14th day of March, 2023, before the Honorable Richard A. Sommers on SCS Carbon Transport LLC's Motion for Summary Judgment, filed on February 10, 2023, and on Landowners'\* Motion to Continue, filed on February 28, 2023. Said motions having been argued by all parties appearing at said hearing, SCS Carbon Transport LLC having been represented by Justin L. Bell of May, Adam, Gerdes & Thompson LLP, and Landowners having been represented by Brian E. Jorde of Domina Law Group; all parties having had an opportunity to present arguments; and on the basis of the hearing on said motions, the arguments of counsel and the records and files of this action, including supplemental briefing and materials related to the issue taken under advisement by this Court; and good cause appearing, which is

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\* The term "Landowners" refers collectively to the Plaintiffs in nos. 45CIV22-000014, 71CIV22-000047, 06CIV22-000253, and 22CIV22-000020 and the Defendants in no. 45CIV22-000018.



further explained in the Court’s March 28, 2023 Order and April 19, 2023 Letter Decision, which are fully incorporated herein by reference, it is therefore:

**ORDERED, ADJUDGED, AND DECREED** that SCS Carbon Transport LLC’s Motion for Summary Judgment, filed February 10, 2023, is hereby **GRANTED**. Landowner Plaintiffs’ Amended Complaint (case nos. 45CIV22-000014, 71CIV22-000047, 06CIV22-000253, and 22CIV22-000020), filed on October 27, 2022, and Landowner Defendants’ Counterclaim (case no. 45CIV22-000018), filed on August 29, 2022, are **DISMISSED** with prejudice;

**ORDERED, ADJUDGED, AND DECREED** that Landowners’ Motion to Continue, filed February 14, 2023, is **DENIED**;

**ORDERED, ADJUDGED, AND DECREED** that, pursuant to SDCL § 21-35-31, SCS Carbon Transport LLC is granted the declaratory judgment and the injunctive relief it seeks in its Restated Counterclaim (case nos. 45CIV22-000014, 71CIV22-000047, 06CIV22-000253, and 22CIV22-000020), filed on November 7, 2022, and in its Complaint (case no. 45CIV22-000018), filed on July 20, 2022, including authorizing access for the purpose of conducting civil, environmental, and archaeological/cultural, surveys and examinations, including any necessary geotechnical/soil borings, archaeological/cultural resource surveys and examinations, and deep dig surveys and examinations, and including any necessary core or water sampling activities subject to any conditions, for the properties described as follows:

<b>Landowner</b>	<b>County</b>	<b>APN</b>	<b>Legal Description</b>
Peter Helfenstein, Jr.	McPherson	3764	SEC 19-T128N-R70W: NW1/4
	McPherson	4719	SEC 24-T128N-R71W: N1/2NE1/4
	McPherson	4721	SEC 24-T128N-R71W: N1/2NW1/4
	McPherson	4636	SEC 13-T128N-R71W: NE1/4SW1/4
	McPherson	4652	SEC 14-T128N-R71W: NW1/4SE1/4
	McPherson	4642	SEC 14-T128N-R71W: SW1/4NE1/4
	McPherson	4647	SEC 14-T128N-R71W: SE1/4NW1/4
	McPherson	4616	SEC 10-T128N-R71W: SE1/4SE1/4
Rott Farms, Inc.	McPherson	1369	SEC 18-T125N-R67W: SW1/4
	McPherson	1368	SEC 18-T125N-R67W: NW1/4
	McPherson	1005	SEC 18-T127N-R67W: S1/2NE1/4
	McPherson	1014	SEC 19-T127N-R67W: LOTS 3, 4, 5, 6, 11 & 12
	McPherson	350	SEC 36-T127N-R68W: E1/2SW1/4
Ketterling Farm, LLC	McPherson	1186	SEC 16-T126N-R68W: SW1/4

<b>Landowner</b>	<b>County</b>	<b>APN</b>	<b>Legal Description</b>
Vilhauer Land Limited Partnership	McPherson	2758	SEC 35-T127N-R69W: NW1/4
	McPherson	2751	SEC 34-T127N-R69W: SE1/4NE1/4; N1/2NE1/4
	McPherson	2707	SEC 27-T127N-R69W: S1/2SE1/4
	McPherson	2702	SEC 27-T127N-R69W: S1/2NE1/4; NW1/4NE1/4
	McPherson	2703	SEC 27-T127N-R69W: NW1/4
	McPherson	2673	SEC 22-T127N-R69W: SW1/4
	McPherson	2708	SEC 28-T127N-R69W: NE1/4
	McPherson	2670	SEC 21-T127N-R69W: SE1/4
	McPherson	2668	SEC 21-T127N-R69W: E1/2SW1/4
	McPherson	2665	SEC 20-T127N-R69W: SE1/4
Brian Hoffman	McPherson	1128	SEC 6-T126N-R68W: LOT 6
	McPherson	2761	SEC 35-T127N-R69W: SW1/4SE1/4
The David and Valerie Rath Living Trust dated December 02, 2013	McPherson	1377	SEC 20-T12N5-R67W: SW1/4
	McPherson	1371	SEC 19-T125N-R67W: NE1/4
Colin and Mary Beth Hoffman	McPherson	1184	SEC 16-T126N-R68W: N1/2NW1/4
	McPherson	1144	SEC 8-T126N-R68W: S1/2SE1/4
	McPherson	1141	SEC 6-T126N-R68W: NE1/4SW1/4; S1/2SW1/4
	McPherson	1131	SEC 7-T126N-R68W: NE1/4NE1/4
	McPherson	1149	SEC 9-T126N-R68W: SW1/4SE1/4
	McPherson	1148	SEC 9-T126N-R68W: SW1/4
Jerome G. Hoffman	McPherson	1185	SEC 16-T126N-R68W: S1/2NW1/4
Michael and Nancy Klipfel	McPherson	454	SEC 23-T128N-R66W: NW1/4
Alden and Wilma Flakoll	McPherson	474	SEC 28-T128N-R66W: NE1/4
	McPherson	477	SEC 28-T128N-R66W: SE1/4
Shantel C. Schumack	McPherson	975	SEC 12-T127N-R67W: NW1/4
Leroy and Joan Weiszhaar	McPherson	1248	SEC 27-T126N-R68W: NW1/4
Wade and Judy Weiszhaar	McPherson	1214	SEC 21-T126N-R68W: NW1/4
	McPherson	1212	SEC 21-T126N-R68W: N1/2NE1/4
Dennis Wolff	McPherson	3862	SEC 35-T128N-R70W: NW1/4SW1/4
Quinton Wolff	McPherson	3850	SEC 34-T128N-R70W: N1/2NE1/4
	McPherson	3851	SEC 34-T128-R70: S1/2NE1/4
	McPherson	3852	SEC 34-T128N-R70W: N1/2NW1/4
	McPherson	3853	SEC 34-T128-R70: S1/2NW1/4
R & C Feickert Land LLC	McPherson	3815	SEC 27-T128N-R70W: SW1/4
	McPherson	3822	SEC 28-T128N-R70W: SE1/4
	McPherson	3819	SEC 28-T128N-R70W: NE1/4
Rebecca D. Michaelsohn	McPherson	4644	SEC 14-T128N-R71W: NE1/4NW1/4
David Melland	McPherson	925	SEC 1-T127N-R67W: SE1/4



<b>Landowner</b>	<b>County</b>	<b>APN</b>	<b>Legal Description</b>
Rott Ranch Limited Partnership	McPherson	1665	SEC 12-T125N-R68W: NE1/4
Gary and Shirley Wolff Living Trust	McPherson	2643	SEC 17-T127N-R69W: S1/2SW1/4
	McPherson	8959	SEC 20-T127N-R69W: NW1/4 EXCEPT WOLF SUBDIVISION IN THE NW1/4 & NE1/4
Willard Goeshel	McPherson	2646	SEC 18-T127N-R69W: NE1/4
	McPherson	2651	SEC 18-T127N-R69W: E1/2SE1/4
	McPherson	2652	SEC 18-T127N-R69W: W1/2SE1/4
Ken Stugelmayer	McPherson	3779	SEC 21-T128N-R70W: N1/2SW1/4; SE1/4SW1/4
Marsha M. Vossler	McPherson	4654	SEC 14-T128N-R71W: SE1/4SE1/4
The Mark M. Vossler and Marsha M. Vossler Revocable Trust	McPherson	4651	SEC 14-T128N-R71W: NE1/4SE1/4
Marilyn D. Nelson	McPherson	496	SEC 33-T128N-R66W: NW1/4
Mark Thompson	McPherson	961	SEC 8-T127N-R67W: SE1/4
The Estate of Albert Eugene Erdmann	McPherson	1007	SEC 18-T127N-R67W: LOTS 2, 7, & 10
Braun Family Trust 2020	Spink	005294	SEC 34-T120N-R63W: ALL W OF RIV IN NE1/4
	Spink	005224	SEC 27-T120N-R63W: ALL W OF RIV IN SE1/4
Margaret Ellett Living Trust	Spink	003054	SEC 14-T117N-R63W: SE1/4
Ken Olson Trust 2010	Spink	001629	SEC 7-T118N-R62W: SE1/4
	Spink	001627	SEC 7-T118N-R62W: NE1/4
	Spink	001628	SEC 7-T118N-R62W: NW1/4
Olson Family Trust 2019	Spink	001701	SEC 20-T118N-R62W: NE1/4
	Spink	001634	SEC 8-T118N-R62W: SW1/4
Francoli Family Limited Partnership	Spink	005234	SEC 28-T120N-R63W: NE1/4
Armadales Limited Partnership	Spink	005225	SEC 27-T120N-R63W: SW1/4
	Spink	005223	SEC 27-T120N-R63W: NW1/4 LESS NW1/4 OF NW1/4

<b>Landowner</b>	<b>County</b>	<b>APN</b>	<b>Legal Description</b>
Myron O. Hammer Credit Shelter Testamentary Trust	Spink	007314	SEC 23-T119N-R63W: N1/2 OF N1/2 OF SE1/4
	Spink	007312	SEC 23-T119N-R63W: S 60A OF NE1/4
	Spink	007211	SEC 11-T119N-R63W: NW1/4
	Spink	007142	SEC 2-T119N-R63W: SW1/4 OF SW1/4
	Spink	007141	SEC 2-T119N-R63W: NW1/4 OF SW1/4
	Spink	007148	SEC 3-T119N-R63W: NE1/4 EX LOT H-1
	Spink	004511	SEC 34-T120N-R63W: ALL E OF RIV IN SE1/4
Jared Bossly	Brown	6495	SEC 20-T121N-R64W: SE
Bossly Real Estate Limited Partnership	Brown	6510	SEC 21-T121N-R64W: SW
	Brown	6476	SEC 19-T121N-R64W: SE
Estate Of Donald A. Schaunaman	Brown	5786	SEC 25-T123N-R65W: NE
Craig D. Schaunaman	Brown	5509	SEC 28-T123N-R64W: NW
	Brown	5524	SEC 29-T123N-R64W: NE
	Brown	5793	SEC 25-T123N-R65W: N2 SW
	Brown	5787	SEC 25-T123N-R65W: S2 NW
Kirk Schaunaman aka Kirk J. Schaunaman	Brown	5540	SEC 30-T123N-R64W: SE
	Brown	5541	SEC 30-T123N-R64W: SW
Todd and Donna Rozell	Brown	5923	SEC 12-T121N-R65W: W2 SE
Scott Rozell aka Scott A. Rozell	Brown	5927	SEC 13-T121N-R65W: W2 NE
	Brown	20091	SEC 33-T122N-R65W: SE
Seth Klipfel	Brown	7938	SEC 7-T128N-R65W: NE
Delores Schumacher Revocable Trust	Edmunds	1723	SEC 9-T124N-R67W: SW4
John and Stephanie Jung	Edmunds	2795	SEC 8-T123N-R66W: NW4

and,

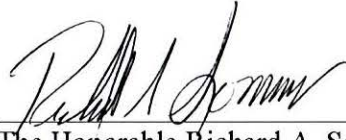
**ORDERED, ADJUDGED, AND DECREED** that the above Landowners, their agents and representatives, and anyone acting in concert with them, are enjoined from interfering with SCS Carbon Transport, LLC's access for the purpose of surveying and examining said properties, including conducting civil, environmental, and archaeological/cultural surveys and examinations, including any necessary geotechnical/soil borings, archaeological/cultural resource surveys and examinations, and deep dig surveys and examinations, and including any necessary core or water sampling activities subject to any conditions.

[SIGNATURE PAGE FOLLOWS]



BY THE COURT:

4/21/2023 11:10:38 AM



The Honorable Richard A. Sommers  
Circuit Court Judge

Attest:  
Moser, Katie  
Clerk/Deputy



McPherson County. Lateral supply pipelines are planned to run to the main line through portions of Lake County, Beadle County, Codington County, Hamlin County, Clark County, Sully County, Hyde County, Hand County, Brown County, Edmunds County, and McPherson County. The pipeline will leave South Dakota at the South Dakota-North Dakota border in McPherson County.

4. SCS Carbon is holding itself out to the general public as, and is in fact, engaged in the business of transporting commodities for hire by pipeline.

5. SCS Carbon is a common carrier as defined by South Dakota and federal law, and has the privilege of eminent domain pursuant to SDCL §§ 49-2-12 and 49-7-13.

6. Respondents David J. and Valerie L. Rath, as trustees of the David & Valcrie Rath Living Trust, dated December 2, 2013 (hereinafter "Landowner"), are trustees of the owner of record of that real property ("Landowner's Property") located in McPherson County, South Dakota, which is legally described as follows:

Township 125 North, Range 67 West of the 5th P.M.  
Section 29: NE1/4 LESS Lot H-1  
Section 20: SW1/4  
Section 19: NE1/4

7. Upon information and belief, SCS Carbon states that Respondents WEB Water Development Association, Inc. and FEM Electric Association, Inc. claim easements on the property described above. Petitioner, by and through this Verified Petition, does not dispute the validity of such easements and joins the above-referenced Respondents as required under SDCL § 15-6-19(a).

8. SCS Carbon has determined by a duly adopted resolution of necessity, a copy of which is attached as Exhibit 1, that it is necessary to acquire permanent and temporary easements over Landowners' real property for the construction and operation of the pipeline.



9. SCS Carbon has been unable to acquire the necessary easements by agreement with Landowners, and therefore seeks by the Verified Petition to exercise its right of eminent domain.

10. The permanent and temporary easements sought to be acquired by SCS Carbon are described in the Easement Agreement, a copy of which is attached as Exhibit 2.

11. The Easement Agreement has been presented to Landowners, but they have refused to sign it.

12. The easements sought to be acquired over the Landowners' property, as more particularly described in the Easement Agreement in Exhibit 2, are generally described as a fifty foot (50') wide permanent pipeline easement (the "Pipeline Easement"); (ii) a temporary construction easement (the "Temporary Construction Easement," which together with the Pipeline Easement shall be referred to as the "Easements"); and (iii) a free and unobstructed non-exclusive access easement in, to, through, on, over, under, and across the Landowner's Property and over the property of Landowner adjacent to the Easements and lying between public or private roads and the Easements for the purpose of ingress and egress to the Pipeline Easement and, while in effect, the Temporary Construction Easement (the "Access Easement").

13. Under SDCL § 21-35-11, SCS Carbon hereby offers to deposit with the Clerk of this Court the sum stated in its offer pursuant to SDCL § 21-35-11, a copy of which has been served on Landowners, with costs to be paid to Landowners, as compensation for all of the property to be taken or damaged.

14. SCS Carbon hereby agrees to pay separately for all damages to crops, roads, driveways, fences, and livestock caused by the construction or maintenance of the pipeline in the area of the Pipeline Easement either during or after construction, as indicated in Exhibit 2.

WHEREFORE, Petitioner prays for judgment as follows:

- 1) That judgment be entered against Respondents granting and appropriating the easement rights described above to Petitioner;
- 2) That a jury be empanelled under SDCL § 21-35-1 for the purpose of determining the just compensation and damages that Respondents are entitled to receive because of the taking and appropriation;
- 3) That judgment be entered pursuant to SDCL § 21-35-19; and
- 4) For any other relief that the Court deems just and equitable.

Dated this 25th day of April, 2023.

MAY, ADAM, GERDES & THOMPSON LLP

BY: /s/ Aaron P. Scheibe  
BRETT KOENECKE  
JUSTIN L. BELL  
AARON P. SCHEIBE  
CODY L. HONEYWELL  
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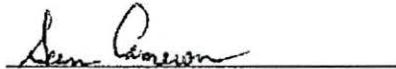
VERIFICATION

STATE OF TEXAS )  
 )SS  
COUNTY OF TARRANT )

On this 20<sup>th</sup> day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Micah Rorie, a person authorized to execute this Verified Petition by SCS Carbon Transport LLC, the Petitioner in the above-entitled proceeding; that affiant has read the above and foregoing Verified Petition and knows the contents thereof, and that the same is true to the best of his knowledge, information and belief; and that his signature to the foregoing instrument and action is in good faith for the uses and purposes specified in this Verified Petition.



Subscribed and sworn to before me this 20<sup>th</sup> day of April, 2023.

  
Notary Public  
Notary Print Name: Sean Cameron  
My Commission Expires: 10/26/2024

(SEAL)



**UNANIMOUS WRITTEN CONSENT  
OF THE  
MANAGING MEMBER  
OF  
SCS CARBON TRANSPORT LLC**

April 21, 2023

Summit Carbon Holdco LLC (the “**Managing Member**”), being the sole and managing member of SCS Carbon Transport LLC, a Delaware limited liability company (the “**Company**”), and acting within and in lieu of a meeting, hereby unanimously consents to the adoption of the following resolutions, which together will constitute the actions of the Company, and does hereby adopt such resolutions:

**WHEREAS**, the Company hereby finds and determines that public convenience and necessity require the location, construction, operation, and maintenance of common carrier carbon dioxide pipeline facilities in Beadle, Brown, Clark, Codington, Edmunds, Hamlin, Hand, Hyde, Kingsbury, Lake, Lincoln, McCook, McPherson, Minnehaha, Miner, Spink, Sully, and Turner Counties, South Dakota, for the transportation of carbon dioxide; and

**WHEREAS**, the Company is in the process of acquiring and/or installing certain pipeline assets to be operated as a common carrier carbon dioxide pipeline in the states of Iowa, Minnesota, North Dakota, and South Dakota, and will own, operate, and maintain common carrier carbon dioxide pipeline facilities in Beadle, Brown, Clark, Codington, Edmunds, Hamlin, Hand, Hyde, Kingsbury, Lake, Lincoln, McCook, McPherson, Minnehaha, Miner, Spink, Sully, and Turner Counties, South Dakota; such common carrier carbon dioxide pipeline being identified as the Midwest Carbon Express Project (the “**Project**”) commencing at a point northeast of the City of Canton, South Dakota and extending northwest to a point northwest of the Town of Long Lake, South Dakota; generally along the routes shown in the Company’s



Application for a Permit to Construct a Carbon Dioxide Transmission Pipeline, as filed with the South Dakota Public Utilities Commission in docket number HP22-001, or as may be modified due to route changes or other unforeseen occurrences,

**WHEREAS**, in connection the Project, the Company hereby finds and determines that public convenience and necessity require, and that it is necessary and in the public interest for, the Company to enter upon, appropriate, take, acquire, hold, and enjoy, by purchase or by condemnation, such permanent easements and rights-of-way, and temporary construction easements, as are necessary for: (i) the construction of one or more common carrier carbon dioxide pipeline facilities, including, but not limited to: surveys (including civil, environmental, and other surveys as required for regulatory and construction purposes); locating, excavating, erecting, laying, constructing, reconstructing, operating, maintaining, protecting, patrolling, repairing, inspecting, replacing, changing the size of, improving, altering, abandoning in place, and removing carbon dioxide gathering, transporting, compressing, measuring, treating, and processing facilities (including, but not necessarily limited to: above- and below-ground valve settings, meters, tanks, pipes, pipelines, dehydrators, separators, pumps, compressors, generators, dew point control facilities, processing and treating equipment, launching-receiving equipment, electrical facilities, buildings, and any and all other devices, equipment, and structures to facilitate the operations, maintenance, repair, and use of its common carrier carbon dioxide pipeline systems); and (ii) the construction of one or more electric power and communication facilities to support the Project, including, but not limited to: surveys (including civil, environmental, and other surveys as required for regulatory and construction purposes); locating, excavating, erecting, laying, constructing, reconstructing, operating, maintaining, protecting, patrolling, repairing, inspecting, replacing, changing the size of, improving, altering, abandoning



in place, and removing such electric power and communication facilities (whether above- or below-ground, or both); now or in the future (including, but not necessarily limited to: poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors, antennae and other equipment, structures, material and appurtenances, access roads, and ancillary electric facilities, now or hereafter used, useful or desired in connection therewith by the Company); and that public convenience and necessity require and that it is in the public interest for the Company, through one or more of the Company's duly authorized officers, agents, and/or attorneys to enter upon, take, acquire, hold and enjoy, by purchase or condemnation, the land easements, rights of way, temporary construction easements, and other interests in land convenient and necessary for the location, construction, operation, repair, and maintenance of said common carrier carbon dioxide pipeline and appurtenant facilities that may be useful, necessary, or convenient thereto.

**NOW, THEREFORE, BE IT RESOLVED**, that public convenience and necessity require that it is necessary and in the public interest that the Company, through one or more of its duly authorized officers, agents, employees, and/or attorneys, acquire, hold and enjoy, by purchase or condemnation, permanent easements and rights-of-way, and temporary construction easements, as described above, on, in, over, under, through, or across certain lands in Beadle, Brown, Clark, Codington, Edmunds, Hamlin, Hand, Hyde, Kingsbury, Lake, Lincoln, McCook, McPherson, Minnehaha, Miner, Spink, Sully, and Turner, South Dakota, as such necessary property is more specifically identified in the attached Exhibit A.

**BE IT FURTHER RESOLVED**, that in the event of negotiations to acquire the permanent easements and rights-of-way, and temporary construction easements, on, in, over, under, through, or across the necessary property identified in Exhibit A are unsuccessful, the

officers, agents, employees, and/or attorneys of the Company be, and each individually is, authorized in the name and for and on behalf of the Company to institute and file or cause to be filed and instituted condemnation proceedings to acquire for the Company said permanent easements and rights-of-way, and temporary construction easements for the public purposes and use by the Company and they are further authorized to take any and all action they deem necessary or desirable, to effectuate the purpose and intent of the foregoing Resolutions.

IN WITNESS WHEREOF, the Managing Member has executed this Unanimous Written Consent of the Managing Member of SCS Carbon Transport LLC as of April 21, 2023.

**SUMMIT CARBON PROJECT HOLDCO LLC**

By: Summit Carbon Solutions, LLC  
Title: Managing Member of Summit Carbon Project Holdco LLC

  
\_\_\_\_\_  
By: Lee Blank  
Title: Chief Executive Officer

**EXHIBIT A**

MCPHERSON COUNTY, SOUTH DAKOTA

Township 125 North, Range 67 West of the 5th P.M.

Section 19: NE1/4

Section 29: NE1/4 LESS Lot H-1



Prepared By:  
Brett Koenecke  
May, Adam, Gerdes & Thompson LLP  
503 S. Pierre St. / PO Box 160  
Pierre, SD 57501  
605-224-8803

Return Document to:  
Summit Carbon Solutions LLC  
c/o TRC Solutions  
800 S 7<sup>th</sup> Avenue  
Sioux Falls, SD 57104

Tract No. SD-MP-0627.000  
SD-MP-0629.000  
SD-MP-0631.000

### EASEMENT AGREEMENT

This easement agreement ("Agreement") is made as of the date of the last Landowner signature to the Agreement (the "Effective Date") by and between David J. Rath and Valerie L. Rath, Trustees or their successors in trust, under the David & Valerie Rath Living Trust, dated December 02, 2013, and any amendments thereto, whose mailing address is set forth below, (hereinafter referred to as "Landowner", whether one or more), and Summit Carbon Solutions, LLC, a Delaware limited liability company, whose mailing address is 2321 N Loop Drive, Suite 221, Ames, Iowa, 50010, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Company"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant.** Landowner owns the real property described on Exhibit A, incorporated by reference herein, ("Landowner's Property") and hereby grants, sells and conveys unto Company, for use by Company and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it, the following easements in, over, through, across, under, and along Landowner's Property in the approximate locations shown on Exhibit B, incorporated by reference herein, except as noted below:
  - a. **Pipeline Easement.** A free and unobstructed permanent, non-exclusive pipeline easement fifty feet (50') in width ("Pipeline Easement"), for the purposes of owning, accessing, surveying, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, substituting, operating, inspecting, maintaining, repairing, patrolling, protecting, changing slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, one pipeline not to exceed twenty-four inches (24") in nominal diameter for the transportation of carbon dioxide and its naturally occurring constituents and associated substances and any appurtenant facilities above or below ground, including aerial markers, power drops, telecommunications, cathodic protection, and such other equipment as is used or useful for the foregoing purposes, (collectively, the "Pipeline Facilities").
  - b. **Temporary Easement.** For the period beginning on the Effective Date and terminating on the Company's delivery to Landowner of written notice of termination, which

3/4/23



Initial \_\_\_\_\_

Company shall deliver within a reasonable time after completion of construction on the Landowner's Property, a free and unobstructed non-exclusive temporary construction easement (the "Temporary Construction Easement") for the purpose of accessing, surveying, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, substituting, operating, inspecting, maintaining, repairing, patrolling, protecting, changing slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part the Pipeline Facilities in the Pipeline Easement.

- c. Access Easement. A free and unobstructed non-exclusive easement in, to, through, on, over, under, and across the Landowner's Property and over the property of Landowner adjacent to the Easements and lying between public or private roads and the Easements (the "Access Easement") for the purpose of ingress and egress to the Pipeline Easement and, while in effect, Temporary Construction Easement and for all purposes necessary and at all times convenient to exercise the rights granted to it by this Agreement. Access Easement may not be specifically shown on Exhibit B.

The Pipeline Easement, Temporary Construction Easement and Access Easement may be collectively referred to in this Agreement as the "Easements".

2. Location. Exhibit B shows the approximate location of the Pipeline Easement and Temporary Construction Easement and may show portions of the Access Easement. Company shall have the right to select the exact location of the Easements and the location of the pipeline and other Pipeline Facilities within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement. The parties acknowledge that Exhibit B may be in preliminary form, whether as sketches or surveys or otherwise. Accordingly, the parties agree that upon completion of a more complete depiction of the locations of the Easements, the Company, without joinder of Landowner, may replace Exhibit B with Exhibit B-1, which shall be such final, more complete exhibit, by affidavit, amendment or otherwise. However, upon the request of Company, Landowner agrees to cooperate with Company and to execute and deliver to Company any additional documents, including an amendment to this Agreement, for the purpose correcting the legal description or location of the Easements or making such other modifications requested by Company to accomplish the purposes of this Agreement. Company shall provide Landowner with a copy of the recorded affidavit, amendment or re-recorded Agreement.
3. Damages. The consideration paid by Company includes the value of the Easements and all damages, excluding livestock damages, within the Easements arising as a direct result of the initial construction of the Pipeline Facilities and subsequent restoration of Landowner's Property. Landowner (or, if leased, its tenant) has been compensated for all damages to growing crops within the Easements for the three (3) years following initial construction of the Pipeline Facilities and restoration of Landowner's property. Landowner releases and forever discharges Company from all such damages. Company agrees to pay Landowner a reasonable sum for any subsequent actual, proven damages to growing crops on Landowner's Property directly caused by the exercise of Company's rights under this Agreement.
4. Restoration. After it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, Company will, insofar as reasonably practicable and except as the

Tract # SD-MP-0627.000, SD-MP-0629.000, SD-MP-0631.000

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surface may be permanently modified in accordance with the rights granted under this Agreement, restore the ground disturbed by the Company's use of the Easements and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Landowner from soil erosion resulting from operations of Company under this Agreement. Company shall restore all fences to as nearly as reasonably practicable to their condition prior to the use of said Easements, except for any portion within the Easements that is permanently altered in accordance with rights given under this Agreement. If Landowner notifies Company that any drainage tile or irrigation systems on the Grantor's Property have been damaged as a direct result of Company's activities in connection with the Easements, then Company shall investigate the damages and, if Company confirms the claim, at Landowner's option, repair or replace such tile or irrigation or pay Landowner the costs to repair or replace such tile or irrigation.

5. Landowner's Use.

- a. Subject to the following subsections, Landowner may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Landowner's uses may include but shall not be limited to agricultural, open space, and installation and maintenance of fences (provided Company shall at all times have access through any such fence by means of a gate), provided that any such use is not otherwise prohibited by applicable law and provided that such use does not, in Company's sole discretion, cause a safety hazard or unreasonably interfere with Company's rights under this Agreement. The use of the Pipeline Easement by Landowner shall be regulated by Company requirements and all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement.
- b. Landowner may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Company's right to use said Easements for the purposes set forth in this Agreement. Without limiting the generality of the previous statement, Landowner is not permitted to conduct any of the following activities on the Easements without the written permission of Company: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements; (2) drill or operate any well or any equipment for the production or development of minerals; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Landowner further agrees that no above or below ground obstruction, whether temporary or permanent, man-made or natural, that, in the sole discretion of Company, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and other Pipeline Facilities or use of the Easements may be placed, erected, installed or permitted to exist without the written permission of Company. In the event the terms of this paragraph are violated, or the Easements are otherwise obstructed in a manner that Company determines in its sole discretion interferes or may interfere with its rights hereunder, Landowner shall immediately remove such violation or obstruction upon receipt of written notice from Company or Company shall have the immediate right to correct or remove such violation or obstruction at the sole expense of Landowner. Landowner shall promptly reimburse Company for any actual expense related to such correction or removal. Landowner further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, temporary or permanent, installed by Landowner subsequent



to the date that Company acquires the Easements, may be removed by Company without liability to Landowner for damages.

- c. Landowner acknowledges and agrees that during the initial construction of the Pipeline Facilities or any construction, maintenance, repair, replacement or removal work on the Pipeline Facilities, Landowner may not have use of the Easements for any purpose so as to avoid disrupting such construction or other work or compromising the safety considerations of the construction or repair work. Landowner agrees to abide by any and all safety instructions established by the Company.
6. **Indemnification.** Company shall pay commercially reasonable costs and indemnify and hold Landowner harmless for any loss, damage, claim, or action resulting from Company's use of the Easements, except to the extent such loss, damage, claim, or action results from the gross negligence or willful misconduct of Landowner or its agents.
7. **Assignment.** Company shall have the right to sell, assign, apportion, mortgage or lease this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more parties, and Company shall be released from its obligations under this Agreement to the extent of such sale, assignment, apportionment, or lease, provided that any such purchaser, assignee, apportionee, or lessee assumes Company's obligations. The Pipeline Easement and Access Easement shall be permanent, and the Easements and provisions of this Agreement, including all benefits and burdens, shall constitute a covenant and burden on the land and shall run with the land.
8. **Landowner's Interest.** Landowner, for itself, its heirs, successors, and assigns, represents, warrants, and covenants that it is the sole true and lawful owner(s) of Landowner's Property and has full right and power to grant and convey the Easements. Landowner hereby binds itself and its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend the above-described Easements and rights, unto Company, and Company's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. Landowner relinquishes, releases and waives all rights of dower, homestead and distributive shares in and to the Easements.
9. **Landowner Liens.** Landowner consents to Company contacting any lender, mortgagee, or other pre-existing holder of a lien or interest in the Property in order to secure a consent, subordination, non-disturbance agreement or such other document as Company deems necessary for the benefit of the parties. Such form may be recorded in the real estate records of the county in which Landowner's Property lies. Upon the request of Company, Landowner agrees to fully cooperate with Company in order to secure such document from each lender, mortgagee, or other pre-existing holder of a lien or interest in the Property. Landowner shall not be required to incur any third party out of pocket expenses in connection with assisting Company in the pursuit of the foregoing documents; all such third party out of pocket expenses relating to the same shall be paid by Company.
10. **Property of Company.** Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all other Pipeline Facilities shall at all times remain the property of the Company notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Company.

Tract # SD-MP-0627.000, SD-MP-0629.000, SD-MP-0631.000

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11. Miscellaneous.

- a. To the extent provisions included in Exhibit C, incorporated by reference herein, if any, conflict with provisions of this Agreement, provisions of Exhibit C control.
- b. All notices given or permitted to be given under this Agreement shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named above, (ii) upon deposit in the United States mail in a sealed envelope or container, postal charges prepaid, return receipt requested or certified mail, or (iii) upon deposit with an overnight courier service. Either party may, by notice given at any time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.
- c. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of the State of South Dakota and all applicable federal laws. All actions or proceedings with respect to this Agreement shall be instituted only in state court of the states of Iowa or South Dakota, and Landowner consents to the jurisdiction of or venue in such courts.
- d. Company may exercise all or any of its rights in this Agreement at any time, and Company's non-use or limited use of any such rights shall not constitute forfeiture of or otherwise limit any such rights.
- e. The waiver or failure to enforce any provision of this Agreement by either Landowner or Company or the waiver of a breach or violation of any provision of this Agreement by either party shall not operate as or be construed as a waiver of any subsequent breach, or waiver or failure to enforce, of any provision of this Agreement.
- f. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon its respective heirs, devisees, representatives, successors and assigns. Company's payment of consideration for this Agreement is evidence of Company's acceptance of the Agreement. This Agreement, or a memorandum giving notice of this Agreement, and exhibits, including subsequent Exhibit B-1, may be recorded in the real estate records of the county or counties where Landowner's Property lies. Company may exercise its discretion in whether or not to record any document or exhibit referenced herein, including, but not limited to, Exhibit B or Exhibit B-1. The parties agree that failure to record any document or exhibit shall not affect its validity or the validity of this Agreement. Any document not recorded will be held by Company for safekeeping.
- g. This Agreement, including all exhibits, addendums and amendments to the Agreement, and any payment or damage calculation sheets provided to the Landowner and any other documents signed contemporaneously with this Agreement, contain the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement. Except as provided in paragraph 2, this Agreement, shall not be abrogated, modified, rescinded, or amended in whole or in part without the written consent of Landowner and Company, in writing and executed by each of them.
- h. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

Tract # SD-MP-0627.000, SD-MP-0629.000, SD-MP-0631.000

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**EXHIBIT A**

**MCPHERSON COUNTY, SOUTH DAKOTA**

**Township 125 North, Range 67 West of the 5th P.M.**

**Section 29: NE1/4 LESS Lot H-1**

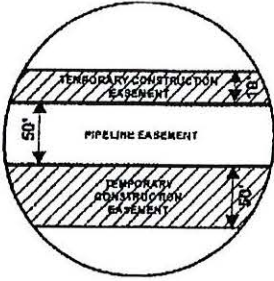
**Section 20: SW1/4**

**Section 19: NE1/4**

Tract # SD-MP-0627.000, SD-MP-0629.000, SD-MP-0631.000

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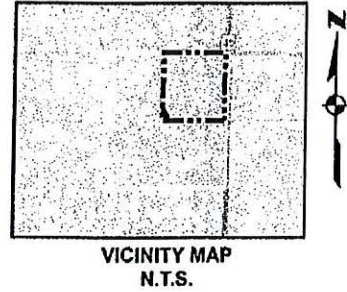




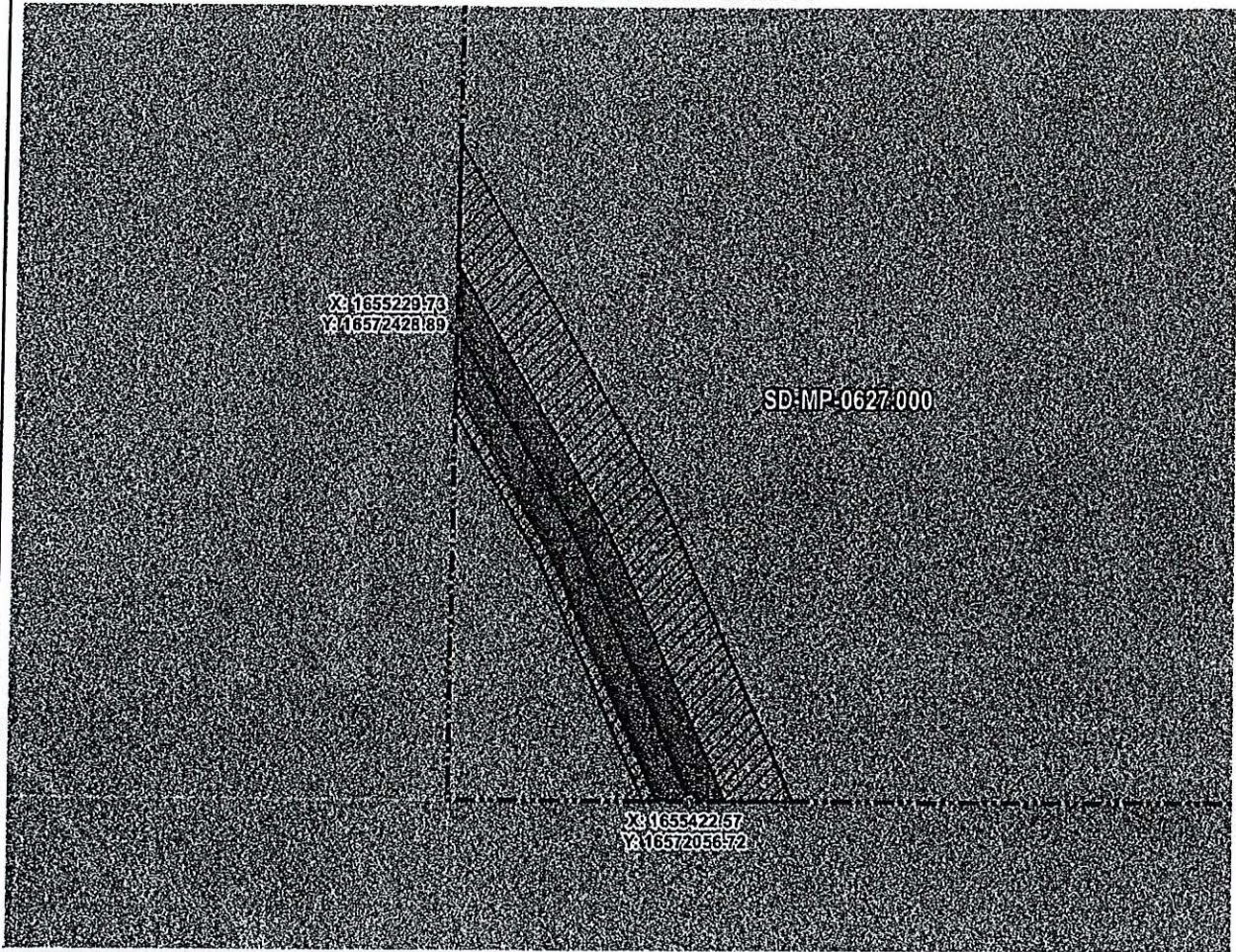
# EXHIBIT "B"

## PRELIMINARY ROUTE

### MCPHERSON COUNTY, SOUTH DAKOTA



**SEC. 29 T125N R67W**



**ROUTING LENGTH = 419.813 FT +/-**  
**IMPACTS: PIPELINE EASEMENT = 0.482 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 0.691 AC. +/-**

**Legend**

- PROPOSED ROUTE
- PARCEL BOUNDARY
- ADJACENT PROPERTIES
- PIPELINE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- SECTION BOUNDARY
- COUNTY BOUNDARY

**NOTES:**

1. THIS IS A PRELIMINARY DOCUMENT AND IS INTENDED TO DEPICT THE APPROXIMATE LOCATION OF A PROPOSED PIPELINE EASEMENT.
2. THIS DOCUMENT DOES NOT REPRESENT A LAND SURVEY AND IS NOT INTENDED TO DEPICT THE FINAL ALIGNMENT
3. COORDINATE SYSTEM: UTM ZONE 14 NORTH, NAD83, US SURVEY FEET



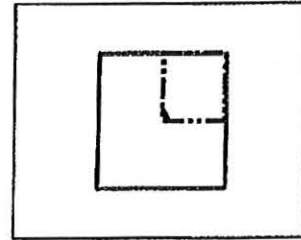
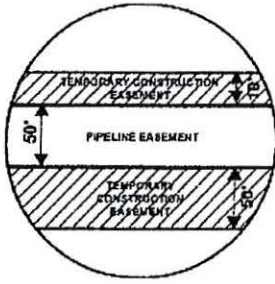
**SUMMIT CARBON SOLUTIONS**

**PRELIMINARY PIPELINE ROUTE**

DRAWN BY: AC		<b>SUMMIT CARBON SOLUTIONS</b> <b>MIDWEST CARBON EXPRESS</b> THE DAVID & VALERIE RATH LIVING TRUST, DATED DECEMBER 02, 2013 TAX ID: 1411 TRACT NUMBER: SD-MP-0627.000
CHECKED BY: JW		
MAP DATE: 12/17/2021		
SCALE: 1 inch = 128'		
REV NO.	DATE	DESCRIPTION
E	7/14/2022	REVISED WORKSPACE
F	1/16/2023	REVISED PARCEL BOUNDARY
DRAWING NO. C-MCE-ACQ-SD-MP-0627.000		PROJECT NO. 450959
		SHEET NO. 01 of 01

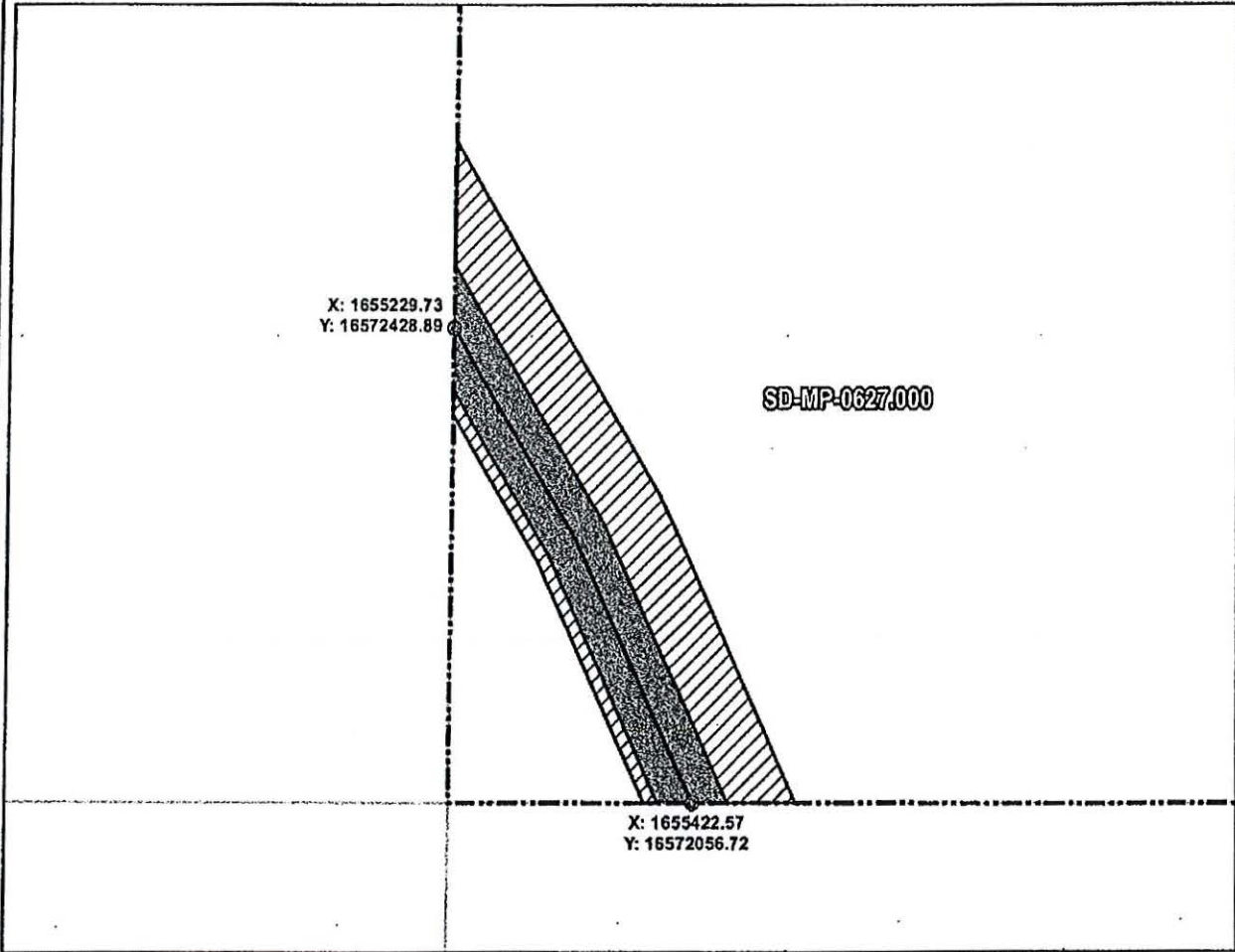


**EXHIBIT "B"**  
**PRELIMINARY ROUTE**  
 MCPHERSON COUNTY, SOUTH DAKOTA



VICINITY MAP  
N.T.S.

**SEC. 29 T125N R67W**



ROUTING LENGTH = 419.813 FT +/-  
 IMPACTS: PIPELINE EASEMENT = 0.482 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 0.691 AC. +/-

**Legend**

- PROPOSED ROUTE
- ROADS
- ▭ PARCEL BOUNDARY
- ▭ ADJACENT PROPERTIES
- ▨ PIPELINE EASEMENT
- ▨ TEMPORARY CONSTRUCTION EASEMENT
- ▭ SECTION BOUNDARY
- ▭ COUNTY BOUNDARY

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



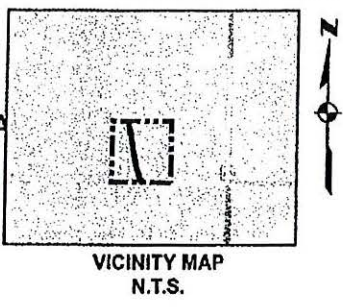
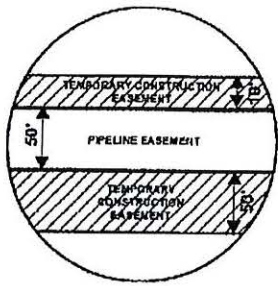
SUMMIT CARBON  
SOLUTIONS

**PRELIMINARY PIPELINE ROUTE**

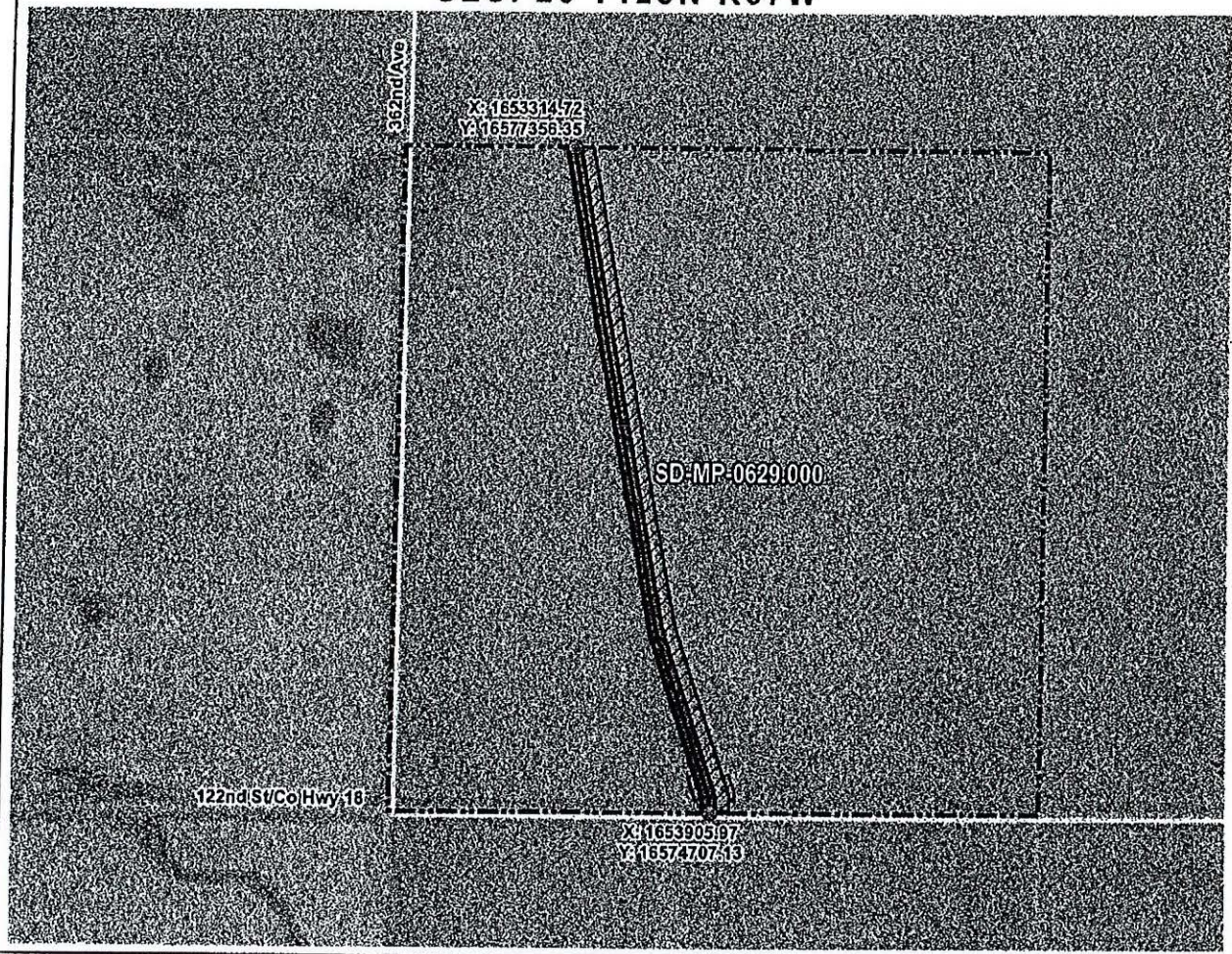
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CHECKED BY:	JW	
MAP DATE:	12/17/2021	
SCALE: 1 inch = 128'		
REV NO.	DATE	DESCRIPTION
E	7/14/2022	REVISED WORKSPACE
F	1/16/2023	REVISED PARCEL BOUNDARY
DRAWING NO.	PROJECT NO.	SHEET NO.
BW-MCE-ACQ-SD-MP-0627.000	450959	01 of 01



**EXHIBIT "B"**  
**PRELIMINARY ROUTE**  
 MCPHERSON COUNTY, SOUTH DAKOTA



**SEC. 20 T125N R67W**



ROUTING LENGTH = 2720.549 FT +/-  
 IMPACTS: PIPELINE EASEMENT = 3.123 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 3.866 AC. +/-

**Legend**

PROPOSED ROUTE	PIPELINE EASEMENT
PARCEL BOUNDARY	TEMPORARY CONSTRUCTION EASEMENT
ADJACENT PROPERTIES	SECTION BOUNDARY
	COUNTY BOUNDARY

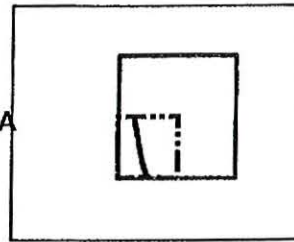
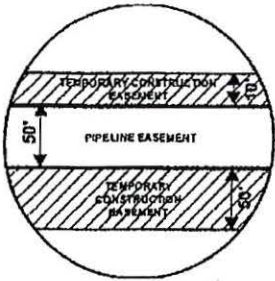
**NOTES:**  
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 2. THIS DOCUMENT DOES NOT REPRESENT A LAND SURVEY AND IS NOT INTENDED TO DEPICT THE FINAL ALIGNMENT  
 3. COORDINATE SYSTEM: UTM ZONE 14 NORTH, NAD83, US SURVEY FEET



PRELIMINARY PIPELINE ROUTE		
DRAWN BY:	AC	SUMMIT CARBON SOLUTIONS MIDWEST CARBON EXPRESS THE DAVID & VALERIE RATH LIVING TRUST, DATED DECEMBER 02, 2013 TAX ID: 1377 TRACT NUMBER: SD-MP-0629.000
CHECKED BY:	JW	
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SCALE:	1 inch = 641'	
REV NO.	DATE	DESCRIPTION
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H	1/4/2023	REVISED PARCEL BOUNDARY
DRAWING NO. C-MCE-ACQ-SD-MP-0629.000		PROJECT NO. 450959
		SHEET NO. 01 of 01

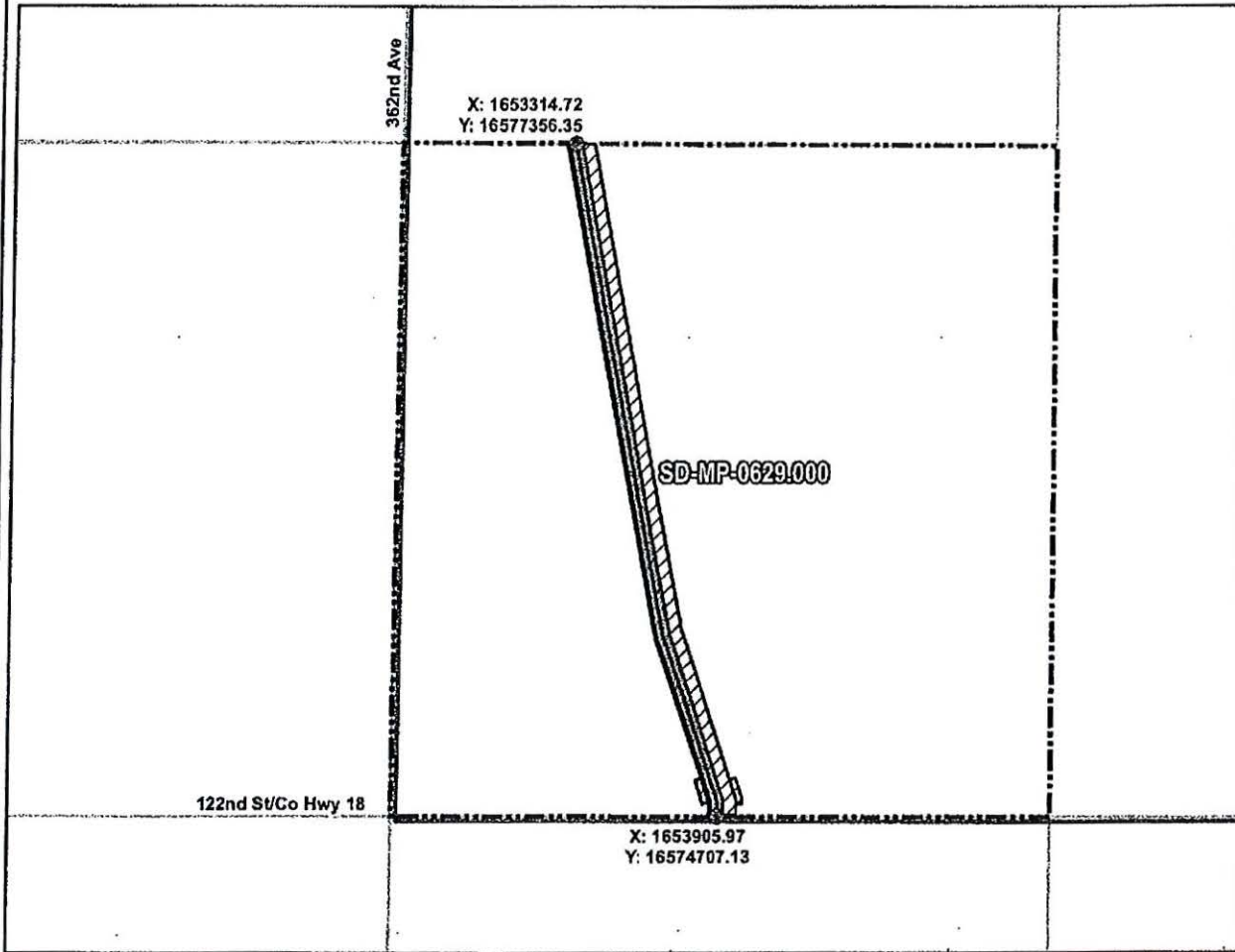


**EXHIBIT "B"**  
**PRELIMINARY ROUTE**  
 MCPHERSON COUNTY, SOUTH DAKOTA



VICINITY MAP  
N.T.S.

**SEC. 20 T125N R67W**



ROUTING LENGTH = 2720.549 FT +/-  
 IMPACTS: PIPELINE EASEMENT = 3.123 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 3.866 AC. +/-

**Legend**

- PROPOSED ROUTE      PIPELINE EASEMENT
- ROADS                      TEMPORARY CONSTRUCTION EASEMENT
- PARCEL BOUNDARY      SECTION BOUNDARY
- ADJACENT PROPERTIES      COUNTY BOUNDARY

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2. THIS DOCUMENT DOES NOT REPRESENT A LAND SURVEY AND IS NOT INTENDED TO DEPICT THE FINAL ALIGNMENT
3. COORDINATE SYSTEM: UTM ZONE 14 NORTH, NAD83, US SURVEY FEET

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



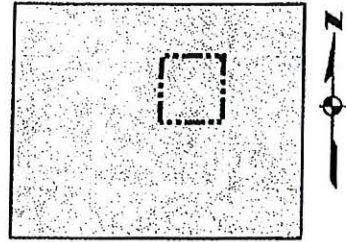
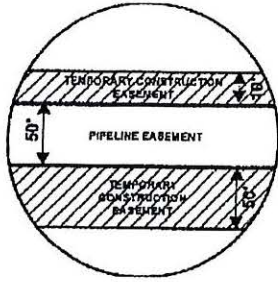
**SUMMIT CARBON SOLUTIONS**

**PRELIMINARY PIPELINE ROUTE**

DRAWN BY: AC		SUMMIT CARBON SOLUTIONS MIDWEST CARBON EXPRESS THE DAVID & VALERIE RATH LIVING TRUST, DATED DECEMBER 02, 2013 TAX ID: 1377 TRACT NUMBER: SD-MP-0629.000
CHECKED BY: JW		
MAP DATE: 12/17/2021		
SCALE: 1 inch = 641'		
REV NO.	DATE	DESCRIPTION
G	6/15/2022	REVISED WORKSPACE
H	1/4/2023	REVISED PARCEL BOUNDARY
DRAWING NO. BW-MCE-ACQ-SD-MP-0629.000		PROJECT NO. 450959 SHEET NO. 01 of 01

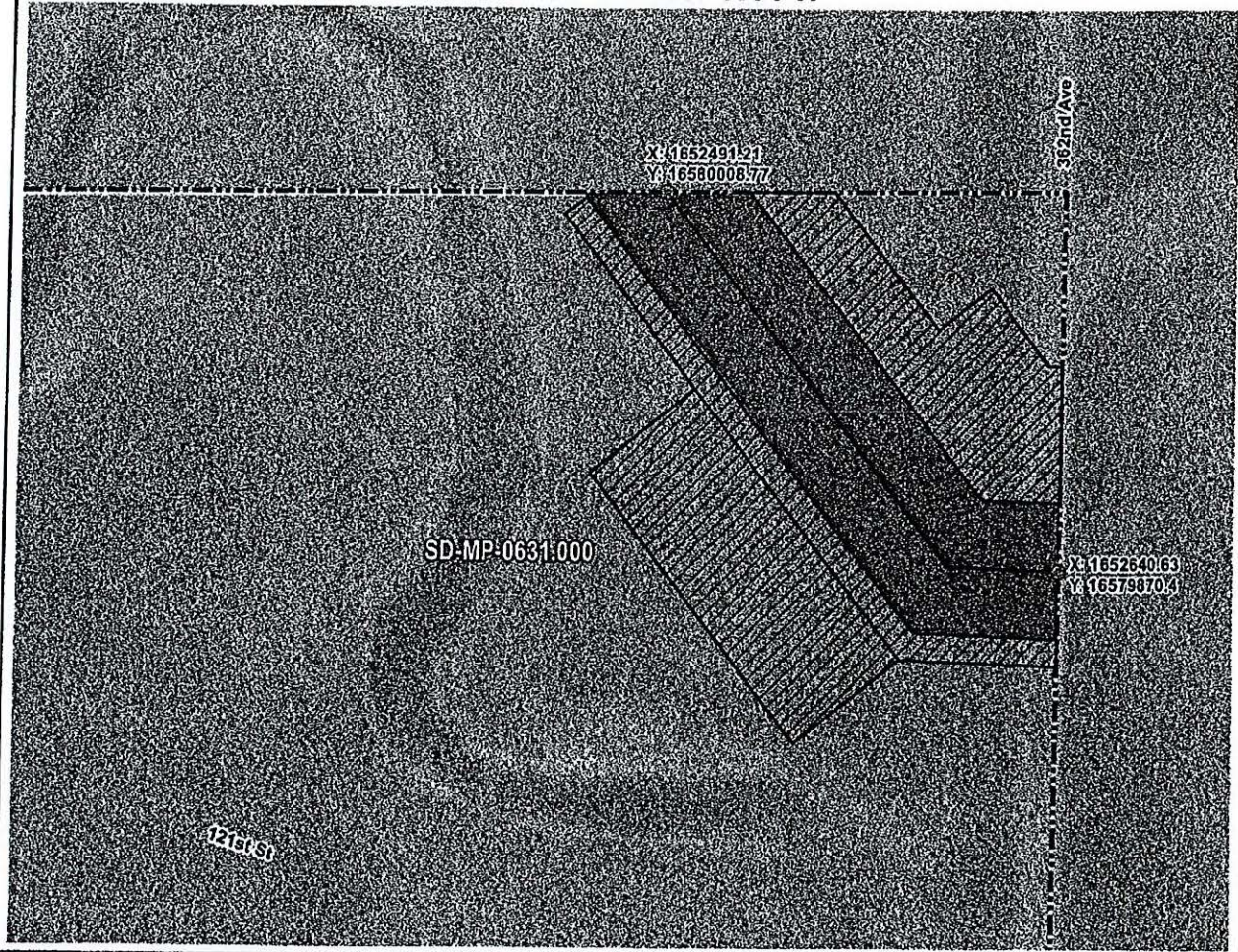


**EXHIBIT "B"**  
**PRELIMINARY ROUTE**  
**MCPHERSON COUNTY, SOUTH DAKOTA**



VICINITY MAP  
N.T.S.

**SEC. 19 T125N R67W**



ROUTING LENGTH = 215.841 FT +/-  
 IMPACTS: PIPELINE EASEMENT = 0.248 AC. +/- TEMPORARY CONSTRUCTION EASEMENT = 0.322 AC. +/-

**Legend**

PROPOSED ROUTE	PIPELINE EASEMENT
PARCEL BOUNDARY	TEMPORARY CONSTRUCTION EASEMENT
ADJACENT PROPERTIES	SECTION BOUNDARY
	COUNTY BOUNDARY

**NOTES:**

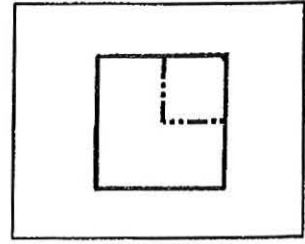
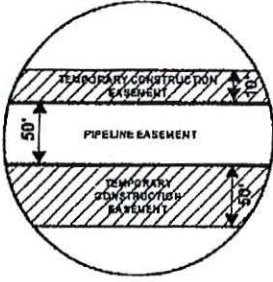
1. THIS IS A PRELIMINARY DOCUMENT AND IS INTENDED TO DEPICT THE APPROXIMATE LOCATION OF A PROPOSED PIPELINE EASEMENT.
2. THIS DOCUMENT DOES NOT REPRESENT A LAND SURVEY AND IS NOT INTENDED TO DEPICT THE FINAL ALIGNMENT
3. COORDINATE SYSTEM: UTM ZONE 14 NORTH, NAD83, US SURVEY FEET

PRELIMINARY PIPELINE ROUTE		
DRAWN BY:	AC	SUMMIT CARBON SOLUTIONS MIDWEST CARBON EXPRESS THE DAVID & VALERIE RATH LIVING TRUST, DATED DECEMBER 02, 2013 TAX ID: 1371 TRACT NUMBER: SD-MP-0631.000
CHECKED BY:	JW	
MAP DATE:	12/17/2021	
SCALE: 1 inch = 59'		
REV NO.	DATE	DESCRIPTION
L	2/15/2023	REVISED WORKSPACE
M	3/9/2023	REVISED SECTION BOUNDARY
DRAWING NO. C-MCE-ACQ-SD-MP-0631.000		PROJECT NO. 450959 SHEET NO. 01 of 01



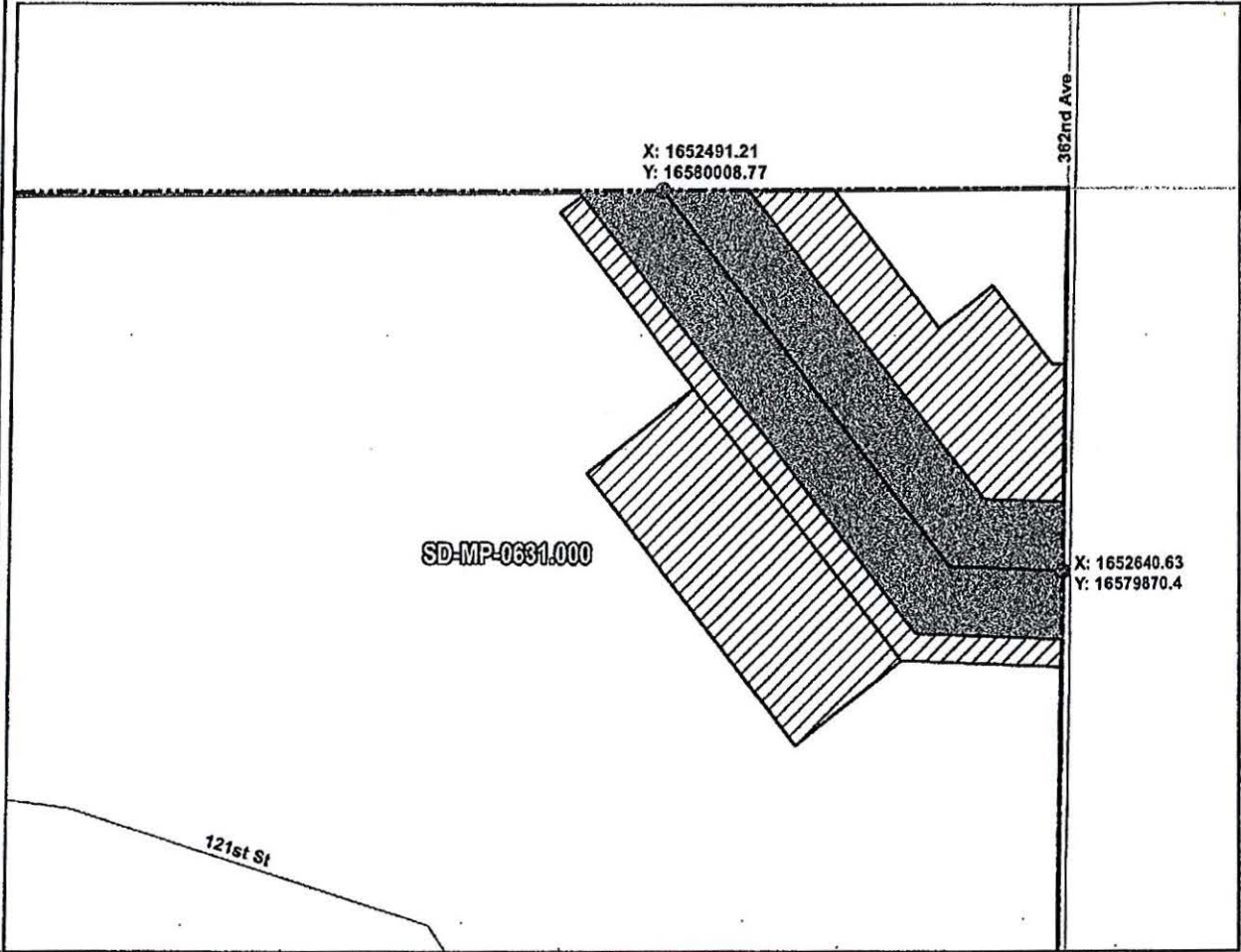


**EXHIBIT "B"**  
**PRELIMINARY ROUTE**  
 MCPHERSON COUNTY, SOUTH DAKOTA



VICINITY MAP  
N.T.S.

**SEC. 19 T125N R67W**



ROUTING LENGTH = 215.841 FT +/-  
 IMPACTS: PIPELINE EASEMENT = 0.248 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 0.322 AC. +/-

- Legend**
- PROPOSED ROUTE
  - ROADS
  - ▭ PARCEL BOUNDARY
  - ▭ ADJACENT PROPERTIES
  - ▨ PIPELINE EASEMENT
  - ▨ TEMPORARY CONSTRUCTION EASEMENT
  - ▭ SECTION BOUNDARY
  - ▭ COUNTY BOUNDARY

- NOTES:**
1. THIS IS A PRELIMINARY DOCUMENT AND IS INTENDED TO DEPICT THE APPROXIMATE LOCATION OF A PROPOSED PIPELINE EASEMENT.
  2. THIS DOCUMENT DOES NOT REPRESENT A LAND SURVEY AND IS NOT INTENDED TO DEPICT THE FINAL ALIGNMENT
  3. COORDINATE SYSTEM: UTM ZONE 14 NORTH, NAD83, US SURVEY FEET

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**SUMMIT CARBON SOLUTIONS**

PRELIMINARY PIPELINE ROUTE		
DRAWN BY:	AC	SUMMIT CARBON SOLUTIONS MIDWEST CARBON EXPRESS THE DAVID & VALERIE RATH LIVING TRUST, DATED DECEMBER 02, 2013 TAX ID: 1371 TRACT NUMBER: SD-MP-0631.000
CHECKED BY:	JW	
MAP DATE:	12/17/2021	
SCALE: 1 inch = 59'		
REV NO.	DATE	DESCRIPTION
L	2/15/2023	REVISED WORKSPACE
M	3/9/2023	REVISED SECTION BOUNDARY
DRAWING NO.	PROJECT NO.	SHEET NO.
BW-MCE-ACQ-SD-MP-0631.000	450959	01 of 01

Tract # SD-MP-0627.000  
SD-MP-0629.000  
SD-MP-0631.000

**EXHIBIT C  
ADDENDUM OF SPECIAL CONDITIONS**

This Exhibit C is attached to and incorporated into that Easement Agreement between Landowner and Company (the "Easement Agreement"). Landowner and Company agree that to the extent the following provisions of this Exhibit conflict with the provisions of the Easement Agreement, the provisions of this Exhibit shall control.

1. **Pipeline Diameter.** Notwithstanding the diameter stated in Section 1(a) of the Easement Agreement, the pipeline constructed pursuant to the Easement Agreement shall not exceed twenty-four inches (24") in nominal diameter.
2. **Drain Tile & Terrace Repair.** For so long as Company exercises its rights under the Easement Agreement, if Landowner notifies Company that any drain tile, terrace or irrigation system on the Landowner's Property has been damaged as a direct result of the activities of Company, or those acting for or on behalf of it, in connection with the Easement Agreement, then Company shall (a) investigate the damages and (b) if Company confirms the claim, then Company shall repair or, if Company deems necessary, replace the damaged portion of such tile, terrace or irrigation system or, at Landowner's option, pay to Landowner the reasonable costs to so repair or replace the damaged portion of such system either at its original location or at such other location as will accomplish its original purpose. Landowner agrees to provide Company with satisfactory documentation of the costs of such repair or replacement.
3. **Easement Dimensions.** If the acreage of an Easement described on Exhibit B-1 is greater than the acreage of that Easement on Exhibit B, then Company shall true-up its payments to Landowner by paying to Landowner a sum for such additional acreage calculated using the same formulas used for the initial payment of consideration and satisfaction of damages to Landowner. Upon Company's tender of such payment, the releases and discharges given by Landowner in connection with such initial payment shall also apply to the areas described on Exhibit B-1.
4. **Easement Agreement Unchanged.** Except as specifically modified in this Exhibit, the terms of the Easement Agreement remain unchanged and in full force and effect.
5. **Capitalized Terms.** Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth in the Easement Agreement.

Initials: \_\_\_\_\_