

Rose Dotzenrod - School House Quarter - NW 26–T 135 N–R 51 W

Exhibit List – 2 Pages

Summit provided Map of Quarter – January 2023

School House Quarter Map Book Location 2 pages – 133 & 134
<https://www.psc.nd.gov/database/documents/22-0391/001-060.pdf>

- The mapping of the School House Quarter is split between (included pages 133 & 134 from the Map Book)

Map Book Location Page 81

- The proposed carbon dioxide pipeline makes 2 - 90 degree turns in a very short distance.
- Located Between sections 35-132-51 and 02-131-51. circled in pink. (included page 81 from the Map Book)

NW 26 135 51ZOOM OUT with Blue Star on School House Quarter maps

https://www.co.richland.nd.us/ParcelViewer/?query=parcellines,PIN_T XT=%2707-0000-01605.001%27

- Included Richland County maps - Generated from the website
- One map is a close up of the School House Quarter – capability to zoom in or zoom out
- <https://www.co.richland.nd.us/gis>
 - o Very Knowledgeable Technical support provided upon request
 - o 701.642.7700 – request GIS department
- <https://co.richland.nd.us/tax>

Summit Carbon promotional letter by Wade Boeshans - dated August 29, 2022, Addressed to “Dear North Dakota Leader” – Page 2 Paragraph 4 – Summit Carbon writes quote, “warranty for drain tile WITHIN the Right of Way” Highlighted in Yellow with a star on the margin.

Insurance Liability – Letter from Chief Claims Officer

Eminent Domain Resolution - Richland County Commission officially opposes eminent domain for the Summit Pipeline within Richland County – March 15, 2022.

Map Book Location Page 144 - framed in pink highlighter

From the aerial map provided in the application, It appears crop damage may be occurring over existing pipelines located elsewhere in Richland County. (included map – page 144 of Map Book)

Information SPECIFIC to School House Quarter

USDA, NRCS, Web Soil Survey Data

<https://websoilsurvey.nrcs.usda.gov/app/>

- Infiltration Systems Shallow
- Infiltration Systems Deep
- Shallow Excavations
- Corrosion of Steel

NDSPLS Guidance Letter – Blanket Easement vs. Strip Easement info

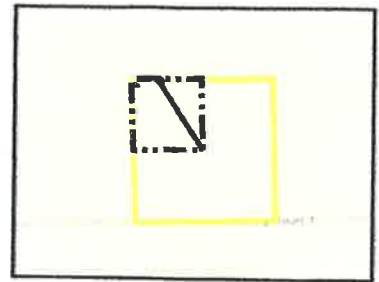
January 2023 Easement

Brehm Pipeline Review

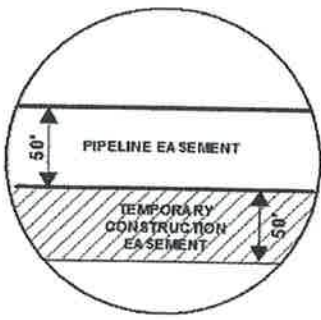
April 11, 2023

EXHIBIT "B" PRELIMINARY ROUTE RICHLAND COUNTY, NORTH DAKOTA

January 2023



VICINITY MAP
N.T.S.



SEC. 26 T135N R51W



ROUTING LENGTH = 3079.735 FT +/-

IMPACTS: PIPELINE EASEMENT = 3.535 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 3.719 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 ROSE DOTZENROD TAX ID: 07-0000-01605.001 TRACT NUMBER: ND-RI-324-096.000
CHECKED BY: JW		
MAP DATE: 12/3/2021		
SCALE: 1 inch = 638'		
REV NO.	DATE	DESCRIPTION
E	12/6/2022	REVISED PARCEL BOUNDARY
F	12/19/2022	REVISED WORKSPACE
DRAWING NO. C-MCE-ACQ-ND-RI-324-096.000		PROJECT NO. 450959 SHEET NO. 01 of 01






NW 26 135 51 Zoom Out



2/12/2023, 9:23:42 PM

Drain Tile

 Both Gravity and Pump outlets



Gravity Outlet



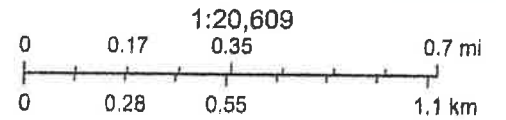
Pump Outlet



Parcel Lines

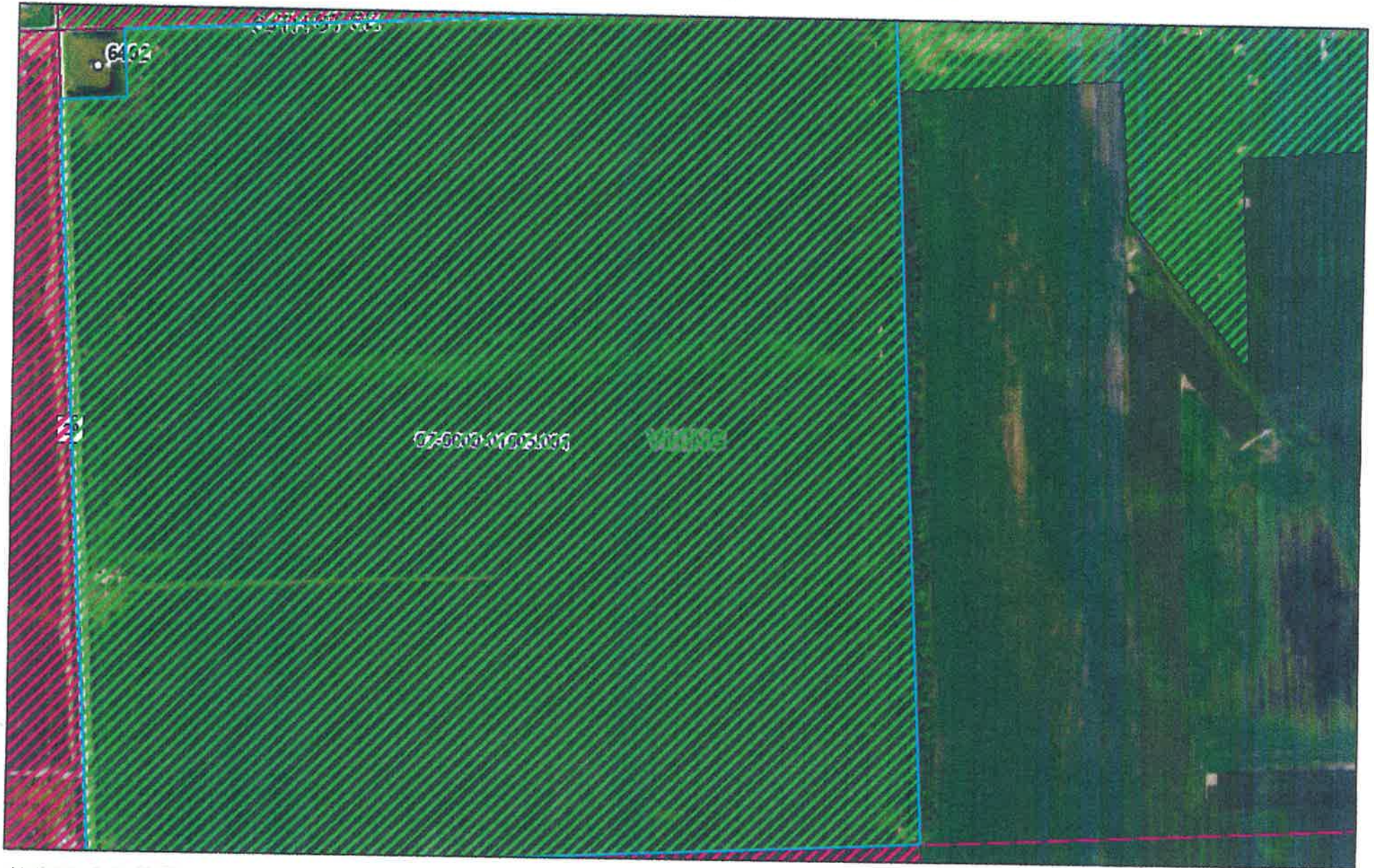


House Number




1:20,609

NW 26 135 51 Viking School House



2/9/2023, 3:49:13 PM

Drain Tile

 Both Gravity and Pump outlets



Gravity Outlet



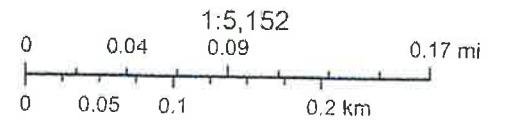
ParcelLines



Pump Outlet



House Number





SUMMIT CARBON SOLUTIONS

To date, the company has signed agreements with more than 450 North Dakota landowners, with more being secured each day.

This significant progress is due not only to the Summit's efforts, but local North Dakota stakeholder groups across our agriculture and energy sectors. We're working together to communicate how Summit's multi-billion-dollar infrastructure investment will open new economic opportunities for ethanol producers, strengthen the agricultural marketplace for corn growers, and generate tens of millions of dollars in new property tax revenues that will help local communities support critical priorities like our schools. We look forward to continuing to advance our project in the weeks and months to come.

The Facts

Opponents of modern agriculture and traditional energy have mobilized and are activating landowners against the project, using misinformation to incite landowners around property rights. Some suggest that landowners have been unfairly and intentionally undercompensated. They claim that liability for the pipeline, CO₂, and safety will fall on the landowners, and consequently insurance companies will refuse to insure them. Others suggest the drain tile will cease to function after the pipeline's construction or that it will hinder drain tile installation. Opponents also suggests safety is at risk and potential pipeline leaks will kill people and animals. We don't believe their motives are pure. All these fear tactics aim to eliminate the future of modern agriculture, biofuels, and fossil fuel development.

We know the opposite is true. Summit Carbon Solutions is offering fair, above-market compensation for rights of way. We have fully indemnified landowners from liabilities associated with the construction and operation of the pipeline, except for intentional acts and negligence by landowners. Insurance companies have validated our efforts. **Summit Carbon Solutions has provided life of project warranty for drain tile within the right of way.** We have processed more than 1,400 route variances to accommodate landowner requests or avoid sensitive areas in response to similar concerns. Finally, CO₂ pipelines are safe. Carbon capture technology is currently in use at more than 40 ethanol plants across the United States. In fact, commercial scale capture and compression has been in use since the 1990s. There are more than 5,000 miles of CO₂ pipelines in the US today that have been operating for decades without a single fatality. Sequestration been researched for years and supported by a wide range of stakeholders across the political spectrum at the federal and state level, along with engineers and scientists.

Our Promise to Landowners

Our goals at Summit Carbon Solutions have always been to partner with landowners, understand and address their concerns, and build long-term relationships. Undoubtedly, these landowners are in the driver's seat to help position North Dakota to thrive in a low-carbon economy.

It is my sincere hope that we have provided you with a relevant overview of this project and answered some of the outstanding questions you may have. We will continue to maintain open, transparent communication, and keep you apprised of our progress.

Please feel free to contact me anytime at wboeshans@summitcarbon.com or 701-400-8911.

I wish you the best of luck in the coming months.

Sincerely,

Wade Boeshans
Executive Vice President, North Dakota
Summit Carbon Solutions



SUMMIT CARBON SOLUTIONS

August 29, 2022

Dear North Dakota Leader,

I'm writing to introduce you to Summit Carbon Solutions' (Summit) carbon capture, transportation, and storage project and share the important milestones we have accomplished here in North Dakota. I've included a summary of the project and several informational handouts in this packet. I hope you'll take some time to review the information and reach out with any questions you may have.

The Project

Summit is partnering with more than 30 ethanol plants across Iowa, Minnesota, Nebraska, South Dakota, and North Dakota, to capture carbon dioxide, compress the captured CO₂, and channel it to central North Dakota where it will be permanently and safely stored underground in deep geologic storage locations. Summit expects its roughly 2,000-mile system to be constructed in 2023 and move into operations in 2024 and anticipates capturing, transporting, and permanently storing 12 million tons of CO₂ every year. The goals of this \$4.5 billion investment are to drive economic growth and job creation across the Midwest, improving our infrastructure and bolstering our state's two most important industries: agriculture and energy.

A Carbon-Constrained Economy

We know the world is changing. Today, opponents of modern agriculture and traditional energy sources are challenging the ethanol industry and fossil fuel-producing states by restricting access to markets. We should reject these attacks. As ag and energy represent 70% of our state economy, we are dependent on linear infrastructure for the movement of our commodities, from pipelines and electric transmission lines to railroads and highways.

The pressures and demands for lower carbon food and fuel, including an aggressive challenge by our own Governor to achieve carbon neutrality by 2030, present both risk and opportunity for North Dakota. Assuming we make the necessary investments now, our own ethanol plants will be well positioned to deliver clean fuel to these emerging markets that pay a premium for low carbon fuels. The innovative spirit of our frontier state uniquely positions North Dakota to meet this demand and even thrive in a carbon-constrained world. Decades of carbon capture, storage and utilization research led by EERC in collaboration with industry and supported by the North Dakota Legislature has positioned North Dakota to thrive in a carbon constrained economy. It's our charge to responsibly develop our energy, agricultural and geologic resources into the future.

Our Progress

Having initiated contact with landowners last August, we held landowner meetings across the project footprint in October 2021 and February and April 2022, in more than a dozen North Dakota communities. We're proud to share we have secured voluntary participation for the following:

- 70% of pipeline right-of-way survey permission
- 35% of pipeline right-of-way easements
- 95% of CO₂ sequestration survey permission; and
- 80% of pore space leases



Farmers Union Insurance Company
PO Box 2020
Jamestown, ND 58401
Phone: 701.252.2701
Online: www.fumic.com

Dear Valued Policy Holder,

This letter acknowledges your inquiry into the CO2 pipeline that you expect to run through your property.

Farmers Union Insurance (FUI) is aware of the potential CO2 pipeline project in your area and wants you to be fully aware of the protections provided by your liability insurance policy's provisions, limitations, and coverages.

Your liability policy provides indemnity coverage and legal defense for any claim made against you as a result of your actions related to your farm liability or personal liability. It is first and foremost important to understand that your policy will only respond if you are legally liable for bodily injury or property damage as a result of your actions, inactions, or your alleged actions/inactions.

Please be aware that your liability policy contains exclusions for losses caused by pollutants. The policy may also exclude coverage for your responsibility to clean up, remove, treat, detoxify, remediate, or in any way respond to a loss caused by or due to pollutants. This means that there may be no coverage from your policy in the event that there is a release of pollutants.

You should understand that in the event that your land or property may be sold, leased, or transferred, any potential loss is subject to the insurance that is active at the time of the occurrence. Over time, the pipeline may become useless or ineffective, and if the policy is no longer in force at the time of the occurrence, you will be provided with no defense or legal indemnification.

FUI strongly recommends that you seek legal counsel prior to signing any contractual agreement. The contractual agreement will contemplate hold harmless agreements, waivers of subrogation, and potentially, the addition of outside parties as additional insureds on your policy. These contemplations are extremely important and could bind you to legal responsibilities in the event of a loss.

All claims are subject to their own merit, and as a result, it is not possible for FUI to provide you with a definitive summary of what may or may not be subject to coverage. As with all liability claims, FUI will provide coverage if you are legally liable, or deny coverage at the point it is determined that you have no coverage from your liability policy.

As always, any utility, pipeline, or other third-party exposure presents a substantial exposure to you from a liability perspective, unless the third party provides clear, contractual language which specifically holds you harmless. While no definitive coverage analysis can be provided until facts of a loss are contemplated, be aware that you may be at a substantially elevated risk of uninsurable exposure any time a third-party is allowed on your property.

Sincerely,

Brad Nold, AIC, AINS
Chief Claims Officer

**RESOLUTION ON THE USE OF EMINENT DOMAIN TO FACILITATE THE SUMMIT
CARBON SOLUTIONS PIPELINE WITHIN RICHLAND COUNTY, NORTH DAKOTA**

WHEREAS, a private entity, Summit Carbon Solutions, is working to place a carbon dioxide pipeline throughout the state of North Dakota, including Richland County, North Dakota.

WHEREAS, a group of Richland County citizens presented to the Richland County Commission on March 15, 2022, at a regularly scheduled Commission meeting, asking the Commission to take a position on the use of eminent domain to accomplish the carbon dioxide pipeline by Summit Carbon Solutions and/or the North Dakota Public Service Commission.

WHEREAS, the Richland County Commission takes no position, favorable or unfavorable, on the carbon dioxide pipeline or the project proposed by Summit Carbon Solutions.

WHEREAS, the Richland County Commission takes no position on the private negotiations between Richland County landowners and Summit Carbon Solutions regarding the carbon dioxide pipeline.

WHEREAS, the Richland County Commission opposes the use of eminent domain by Summit Carbon Solutions and/or the Public Service Commission for this carbon dioxide pipeline project.

NOW THEREFORE BE IT RESOLVED:

That the Richland County Commission officially opposes eminent domain for the Summit Carbon Solutions Pipeline within Richland County, North Dakota.

Dated this 15th day of March, 2022, by the Richland County Commission, in Wahpeton, Richland County, North Dakota.

Motion made by: Perry Miller

Seconded by: Rollie Ehlert

Roll Call Vote: All Commissioners voting aye.



Nathan Berseth, Chairman

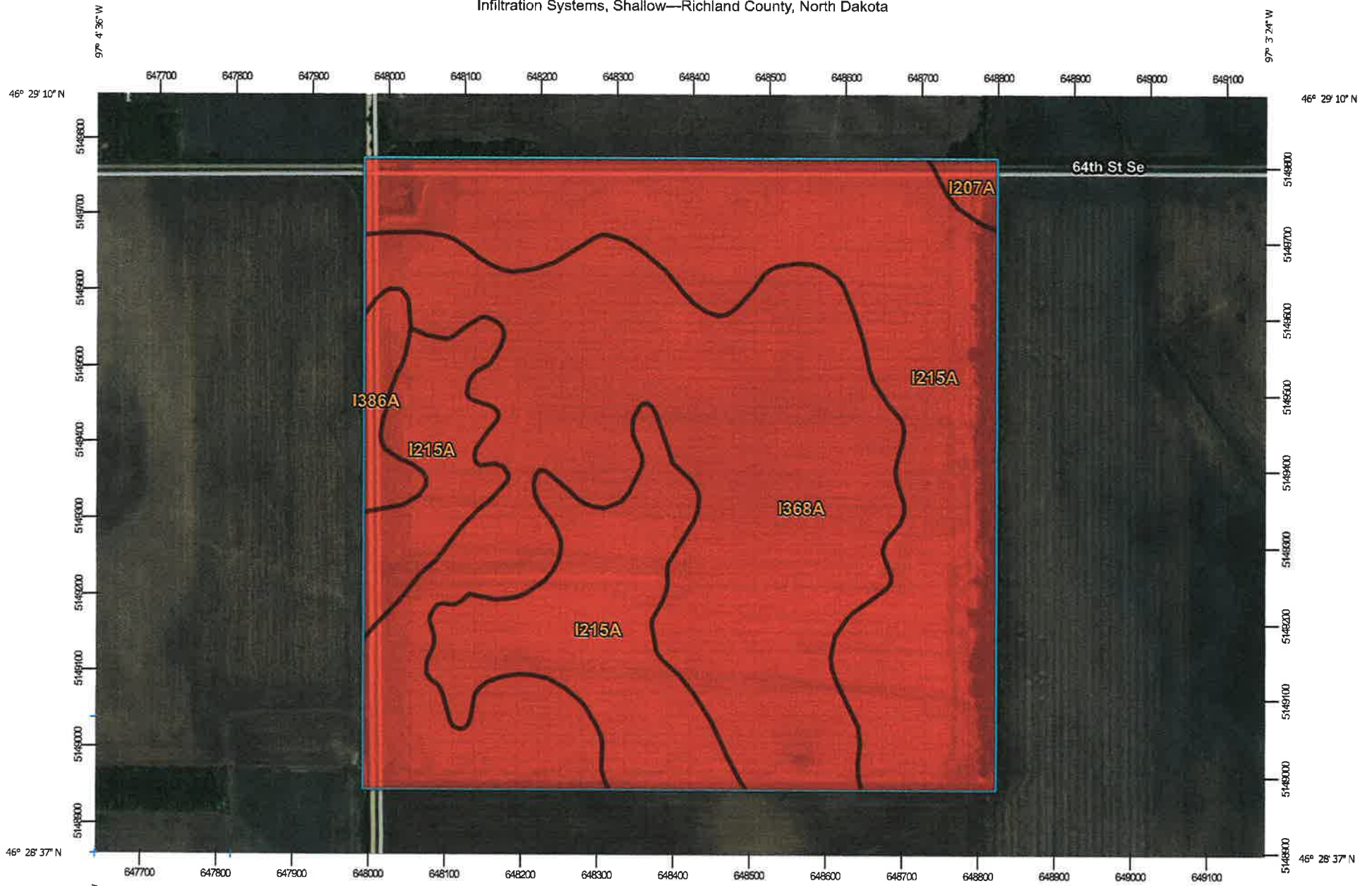


Sandy Fossum, Auditor/Administrator

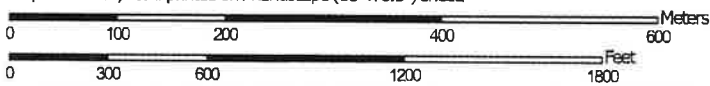
Infiltration Systems, Shallow

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
I207A	Wyndmere loam, slightly saline, stratified substratum, 0 to 2 percent slopes	Severely limited	Wyndmere, slightly saline, stratified substratum (77%)	Wetness (1.00)	1.4	0.8%
				Water movement (1.00)		
				Vegetation establishment (0.20)		
			Mantador, slightly saline, stratified substratum (10%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.07)		
			Arveson, moderately saline, stratified substratum (5%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.30)		
			Tiffany, stratified substratum (5%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.05)		
			Delamere, stratified substratum (3%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.02)		
I215A	Mantador-Delamere-Wyndmere fine sandy loams, slightly saline, stratified substratum, 0 to 2 percent slopes	Severely limited	Mantador, slightly saline, stratified substratum (37%)	Wetness (1.00)	87.5	51.1%
				Water movement (1.00)		
				Vegetation establishment (0.20)		
			Delamere, stratified substratum (36%)	Wetness (1.00)		
				Water movement (1.00)		
				Water movement (1.00)		

Infiltration Systems, Shallow—Richland County, North Dakota



Map Scale: 1:7,020 if printed on A landscape (11" x 8.5") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



MAP LEGEND

Area of Interest (AOI)





-  Area of Interest (AOI)

Background





-  Aerial Photography

Soils





Soil Rating Polygons

-  Severely limited
-  Somewhat limited
-  Not limited
-  Not rated or not available

Soil Rating Lines

-  Severely limited
-  Somewhat limited
-  Not limited
-  Not rated or not available






Soil Rating Points

-  Severely limited
-  Somewhat limited
-  Not limited
-  Not rated or not available

Water Features

-  Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Richland County, North Dakota
 Survey Area Data: Version 32, Sep 8, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 24, 2021—Jun 12, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Vegetation establishment (0.02)		
			Wyndmere, slightly saline, stratified substratum (22%)	Wetness (1.00)		
				Water movement (1.00)		
				Vegetation establishment (0.20)		
			Tiffany, stratified substratum (3%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.32)		
			Arveson, slightly saline, stratified substratum (2%)	Wetness (1.00)		
				Water movement (1.00)		
				Vegetation establishment (0.30)		
I368A	Glyndon loam, slightly saline, stratified substratum, 0 to 2 percent slopes	Severely limited	Glyndon, slightly saline, stratified substratum (75%)	Wetness (1.00)	78.7	46.0%
				Water movement (1.00)		
				Vegetation establishment (0.30)		
			Mantador, slightly saline, stratified substratum (10%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.07)		
			Tiffany, stratified substratum (10%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.05)		
			Borup, moderately saline, stratified substratum (3%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.30)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
I386A	Perella silty clay loam, stratified substratum, 0 to 1 percent slopes	Severely limited	Perella, stratified substratum (85%)	Wetness (1.00)	3.4	2.0%
				Water movement (1.00)		
				Vegetation establishment (0.16)		
			Colvin (5%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.22)		
			Kindred, stratified substratum (5%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.16)		
			Bearden, slightly saline, stratified substratum (5%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.32)		
Totals for Area of Interest					171.1	100.0%

Rating	Acres in AOI	Percent of AOI
Severely limited	171.1	100.0%
Totals for Area of Interest	171.1	100.0%

Description

Shallow infiltration systems are stormwater management practices that are placed 1 to 3 feet in the ground, depending on the application. These systems include pervious pavement, buffer strips, filter strips, and vegetated swales. They slow the movement of stormwater to surface waters and also filter a significant portion of pollutants from the stormwater. The fundamental function of these systems is to hold the runoff generated by an area, such as a parking lot, from the first 1 inch of rainfall during a 24-hour storm preceded by 48 hours of no measurable precipitation. There should be little or no ponding at the surface. The water should infiltrate into the surrounding soil in 24 to 48 hours. Only that part of the soil between depths of 24 and 80 inches is evaluated.

The ratings are based on the soil properties that affect infiltration of the stormwater, construction and maintenance of the system, and public safety and health. Saturated hydraulic conductivity (Ksat), depth to a water table, ponding, depth to bedrock or a cemented pan, and flooding affect the transmission of rainwater. Stones and boulders, ice, and bedrock or a cemented pan interfere with installation. Subsidence interferes with installation and maintenance. Excessive slope may cause lateral seepage and surfacing of the water in downslope areas. Some slopes may become unstable and move upon addition of water.

Soils underlain by loose sand and gravel or fractured bedrock at a depth of less than 4 feet below the bottom of the system may adversely affect water quality and public health. In these soils the shallow infiltration system may not adequately filter the stormwater, particularly if the adsorptive capacity of the soil below the system is low. As a result, the ground water may become contaminated. In areas underlain by limestone, solution channels and subsequent subsidence may damage adjacent infrastructure. Also, areas underlain by limestone may be subject to ground-water contamination.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified infiltration system. "Not limited" indicates that the soil has features that are very favorable for the specified system. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified system. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified system. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the specified system (1.00) and the point at which the soil feature is not a limitation (0.00).

The accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer lists the map unit components. These components are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as the one listed for the map unit. The percent composition of each component in a particular map unit is shown to help the user better understand the percentage of each map unit that has the rating indicated. Other components with different ratings may occur in each map unit.

The complete ratings list for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

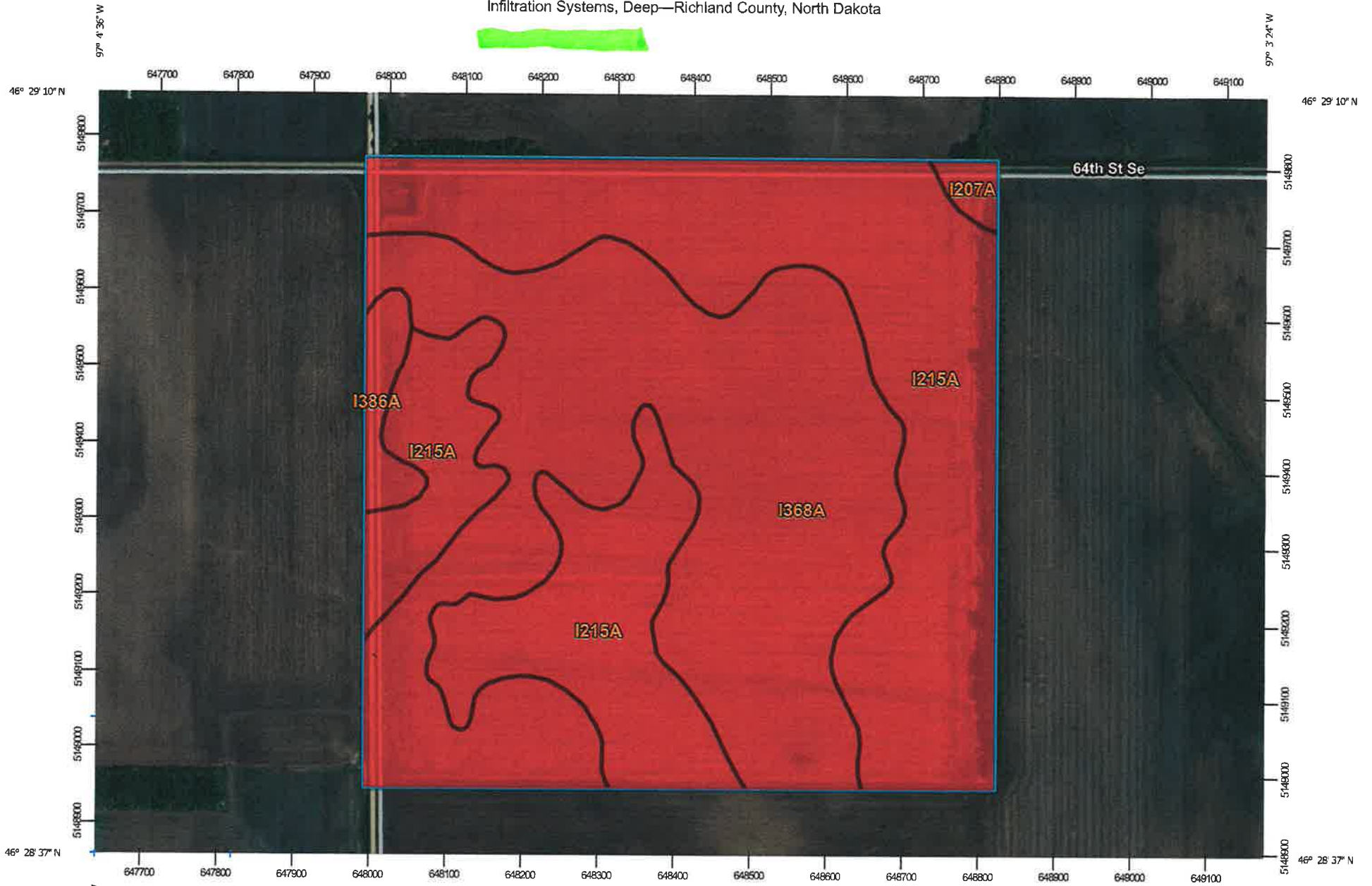
Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Infiltration Systems, Deep—Richland County, North Dakota



Map Scale: 1:7,020 if printed on A landscape (11" x 8.5") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



MAP LEGEND

Area of Interest (AOI)





 Area of Interest (AOI)

Background





 Aerial Photography

Soils





Soil Rating Polygons

-  Severely limited
-  Somewhat limited
-  Not limited
-  Not rated or not available

Soil Rating Lines

-  Severely limited
-  Somewhat limited
-  Not limited
-  Not rated or not available






Soil Rating Points

-  Severely limited
-  Somewhat limited
-  Not limited
-  Not rated or not available

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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Survey Area Data: Version 32, Sep 8, 2022

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Infiltration Systems, Deep

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
I207A	Wyndmere loam, slightly saline, stratified substratum, 0 to 2 percent slopes	Severely limited	Wyndmere, slightly saline, stratified substratum (77%)	Wetness (1.00)	1.4	0.8%
				Water movement (1.00)		
				Vegetation establishment (0.20)		
				Adsorptive capacity (0.16)		
			Mantador, slightly saline, stratified substratum (10%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.07)		
			Arveson, moderately saline, stratified substratum (5%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.30)		
			Tiffany, stratified substratum (5%)	Water movement (1.00)		
				Wetness (1.00)		
				Adsorptive capacity (0.16)		
				Vegetation establishment (0.05)		
			Delamere, stratified substratum (3%)	Water movement (1.00)		
				Wetness (1.00)		
Vegetation establishment (0.02)						
I215A	Mantador-Delamere-Wyndmere fine sandy loams, slightly saline, stratified substratum, 0 to 2 percent slopes	Severely limited	Mantador, slightly saline, stratified substratum (37%)	Wetness (1.00)	87.5	51.1%
				Water movement (1.00)		
				Vegetation establishment (0.20)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Adsorptive capacity (0.16)		
			Delamere, stratified substratum (36%)	Wetness (1.00)		
				Water movement (1.00)		
				Adsorptive capacity (0.15)		
				Vegetation establishment (0.02)		
			Wyndmere, slightly saline, stratified substratum (22%)	Wetness (1.00)		
				Water movement (1.00)		
				Vegetation establishment (0.20)		
				Adsorptive capacity (0.16)		
			Tiffany, stratified substratum (3%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.32)		
			Arveson, slightly saline, stratified substratum (2%)	Wetness (1.00)		
				Water movement (1.00)		
				Vegetation establishment (0.30)		
				Adsorptive capacity (0.16)		
1368A	Glyndon loam, slightly saline, stratified substratum, 0 to 2 percent slopes	Severely limited	Glyndon, slightly saline, stratified substratum (75%)	Wetness (1.00)	78.7	46.0%
				Water movement (1.00)		
				Vegetation establishment (0.30)		
				Adsorptive capacity (0.16)		
			Mantador, slightly saline, stratified substratum (10%)	Water movement (1.00)		
				Wetness (1.00)		
				Vegetation establishment (0.07)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
			Tiffany, stratified substratum (10%)	Water movement (1.00) Wetness (1.00) Adsorptive capacity (0.16) Vegetation establishment (0.05)		
			Borup, moderately saline, stratified substratum (3%)	Water movement (1.00) Wetness (1.00) Vegetation establishment (0.30) Adsorptive capacity (0.16)		
			Gardena (2%)	Wetness (1.00) Water movement (0.42) Vegetation establishment (0.32)		
I386A	Perella silty clay loam, stratified substratum, 0 to 1 percent slopes	Severely limited	Perella, stratified substratum (85%)	Wetness (1.00) Water movement (1.00) Vegetation establishment (0.16) Adsorptive capacity (0.15)	3.4	2.0%
			Colvin (5%)	Water movement (1.00) Wetness (1.00) Vegetation establishment (0.22)		
			Kindred, stratified substratum (5%)	Water movement (1.00) Wetness (1.00) Vegetation establishment (0.16)		
			Bearden, slightly saline, stratified substratum (5%)	Water movement (1.00) Wetness (1.00)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Vegetation establishment (0.32)		
Totals for Area of Interest					171.1	100.0%

Rating	Acres in AOI	Percent of AOI
Severely limited	171.1	100.0%
Totals for Area of Interest	171.1	100.0%

Description

Deep infiltration systems are stormwater management practices that are placed 3 to 5 feet in the ground, depending on the application. These systems include rain gardens, bioretention basins, and infiltration basins. They slow the movement of stormwater to surface waters and also filter a significant portion of pollutants from the stormwater. The fundamental function of these systems is to hold the runoff generated from the first 1 inch of rainfall during a 24-hour storm preceded by 48 hours of no measurable precipitation. There should be little or no ponding at the surface. The water should infiltrate into the surrounding soil in 24 to 48 hours. Only that part of the soil between depths of 24 and 80 inches is evaluated.

The ratings are based on the soil properties that affect infiltration of the stormwater, construction and maintenance of the system, and public safety and health. Saturated hydraulic conductivity (Ksat), depth to a water table, ponding, depth to bedrock or a cemented pan, and flooding affect the transmission of rainwater. Stones and boulders, ice, and bedrock or a cemented pan interfere with installation. Subsidence interferes with installation and maintenance. Excessive slope may cause lateral seepage and surfacing of the water in downslope areas. Some slopes may become unstable and move upon addition of water.

Some soils are underlain by loose sand and gravel or fractured bedrock at a depth of less than 4 feet below the bottom of the system. In these soils the deep infiltration system may not adequately filter the stormwater, particularly if the adsorptive capacity of the soil below the system is low. As a result, the ground water may become contaminated. In areas underlain by limestone, solution channels and subsequent subsidence may damage adjacent infrastructure. Also, areas underlain by limestone may be subject to ground-water contamination.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified infiltration system. "Not limited" indicates that the soil has features that are very favorable for the specified system. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified system.

The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified system. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the specified system (1.00) and the point at which the soil feature is not a limitation (0.00).

The accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer lists the map unit components. These

components are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as the one indicated for the map unit. The percent composition of each component in a particular map unit is shown to help the user better understand the percentage of each map unit that has the rating indicated. Other components with different ratings may occur in each map unit. The complete ratings list for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

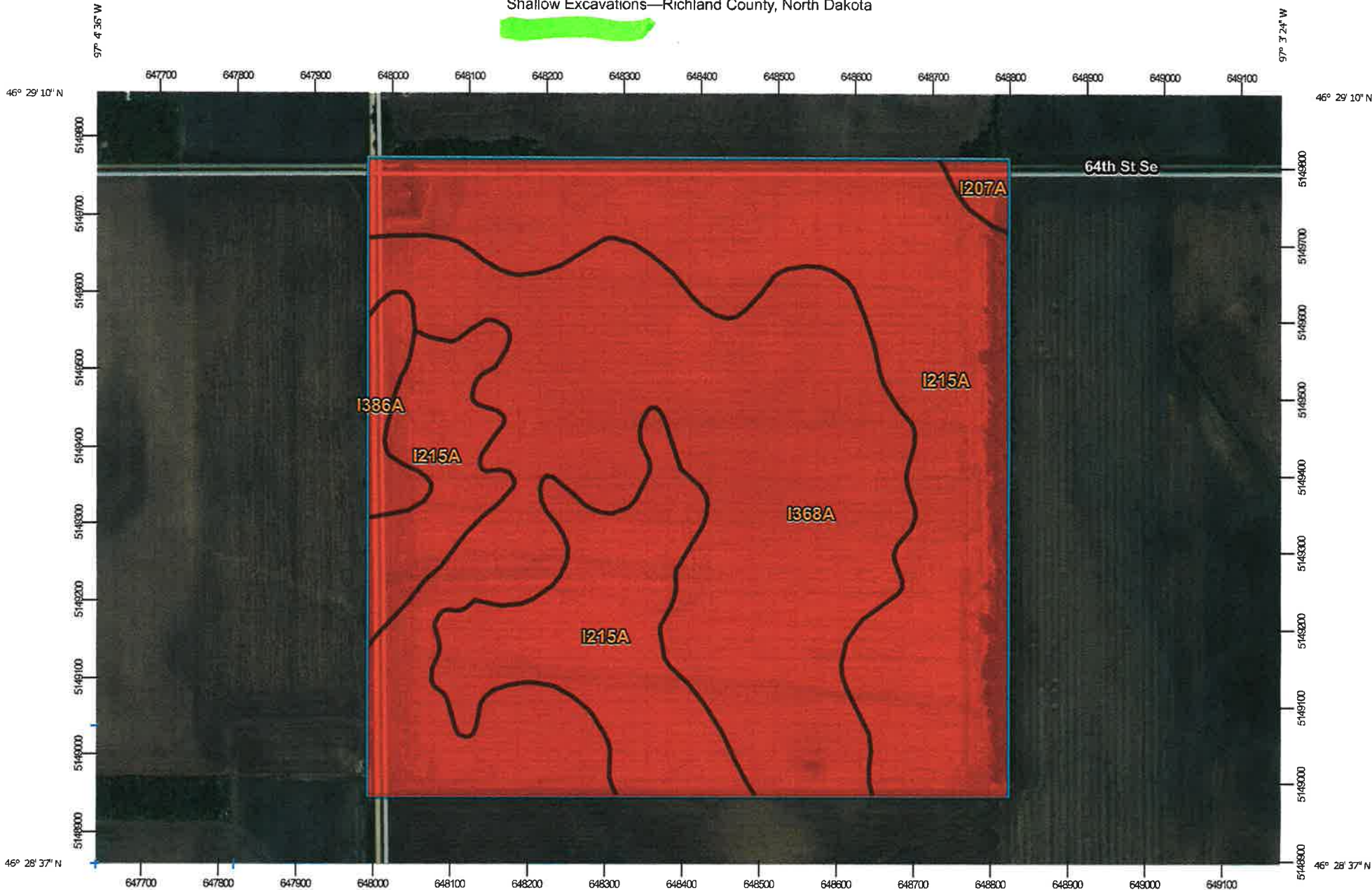
Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Shallow Excavations—Richland County, North Dakota



Map Scale: 1:7,020 if printed on A landscape (11" x 8.5") sheet.





















0 100 200 400 600 Meters

0 300 600 1200 1800 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 14N WGS84



MAP LEGEND

- Area of Interest (AOI)**
 Area of Interest (AOI)
- Background**
 Aerial Photography
- Soils**
- Soil Rating Polygons**
-  Very limited
 -  Somewhat limited
 -  Not limited
 -  Not rated or not available
- Soil Rating Lines**
-  Very limited
 -  Somewhat limited
 -  Not limited
 -  Not rated or not available
- Soil Rating Points**
-  Very limited
 -  Somewhat limited
 -  Not limited
 -  Not rated or not available
- Water Features**
-  Streams and Canals
- Transportation**
-  Rails
 -  Interstate Highways
 -  US Routes
 -  Major Roads
 -  Local Roads

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Richland County, North Dakota
 Survey Area Data: Version 32, Sep 8, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 24, 2021—Jun 12, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Shallow Excavations

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
I207A	Wyndmere loam, slightly saline, stratified substratum, 0 to 2 percent slopes	Very limited	Wyndmere, slightly saline, stratified substratum (77%)	Depth to saturated zone (1.00)	1.4	0.8%
				Unstable excavation walls (0.01)		
				Dusty (0.01)		
			Arveson, moderately saline, stratified substratum (5%)	Ponding (1.00)		
				Depth to saturated zone (1.00)		
				Unstable excavation walls (0.01)		
			Tiffany, stratified substratum (5%)	Dusty (0.01)		
				Ponding (1.00)		
				Depth to saturated zone (1.00)		
			Delamere, stratified substratum (3%)	Unstable excavation walls (0.01)		
				Dusty (0.01)		
				Depth to saturated zone (1.00)		
I215A	Mantador-Delamere-Wyndmere fine sandy loams, slightly saline, stratified substratum, 0 to 2 percent slopes	Very limited	Delamere, stratified substratum (36%)	Depth to saturated zone (1.00)	87.5	51.1%
				Unstable excavation walls (0.01)		
				Dusty (0.00)		
			Wyndmere, slightly saline, stratified substratum (22%)	Depth to saturated zone (1.00)		
				Unstable excavation walls (0.01)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Dusty (0.00)		
			Tiffany, stratified substratum (3%)	Ponding (1.00)		
				Depth to saturated zone (1.00)		
				Unstable excavation walls (0.01)		
			Arveson, slightly saline, stratified substratum (2%)	Ponding (1.00)		
				Depth to saturated zone (1.00)		
				Unstable excavation walls (0.01)		
				Dusty (0.01)		
I368A	Glyndon loam, slightly saline, stratified substratum, 0 to 2 percent slopes	Very limited	Glyndon, slightly saline, stratified substratum (75%)	Depth to saturated zone (1.00)	78.7	46.0%
				Dusty (0.01)		
				Unstable excavation walls (0.01)		
				Tiffany, stratified substratum (10%)		
				Ponding (1.00)		
				Depth to saturated zone (1.00)		
			Unstable excavation walls (0.01)			
			Dusty (0.01)			
			Borup, moderately saline, stratified substratum (3%)			
			Ponding (1.00)			
			Depth to saturated zone (1.00)			
			Dusty (0.02)			
Unstable excavation walls (0.01)						
I386A	Perella silty clay loam, stratified substratum, 0 to 1 percent slopes	Very limited	Perella, stratified substratum (85%)	Ponding (1.00)	3.4	2.0%
				Depth to saturated zone (1.00)		
				Dusty (0.02)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Unstable excavation walls (0.01)		
			Colvin (5%)	Ponding (1.00)		
				Depth to saturated zone (1.00)		
				Dusty (0.02)		
				Unstable excavation walls (0.01)		
			Kindred, stratified substratum (5%)	Depth to saturated zone (1.00)		
				Dusty (0.02)		
				Unstable excavation walls (0.01)		
			Bearden, slightly saline, stratified substratum (5%)	Depth to saturated zone (1.00)		
				Dusty (0.02)		
				Unstable excavation walls (0.01)		
Totals for Area of Interest					171.1	100.0%

Rating	Acres in AOI	Percent of AOI
Very limited	171.1	100.0%
Totals for Area of Interest	171.1	100.0%

Description

Shallow excavations are trenches or holes dug to a maximum depth of 5 or 6 feet for graves, utility lines, open ditches, or other purposes. The ratings are based on the soil properties that influence the ease of digging and the resistance to sloughing. Depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, the amount of large stones, and dense layers influence the ease of digging, filling, and compacting. Depth to the seasonal high water table, flooding, and ponding may restrict the period when excavations can be made. Slope influences the ease of using machinery. Soil texture, depth to the water table, and linear extensibility (shrink-swell potential) influence the resistance to sloughing.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

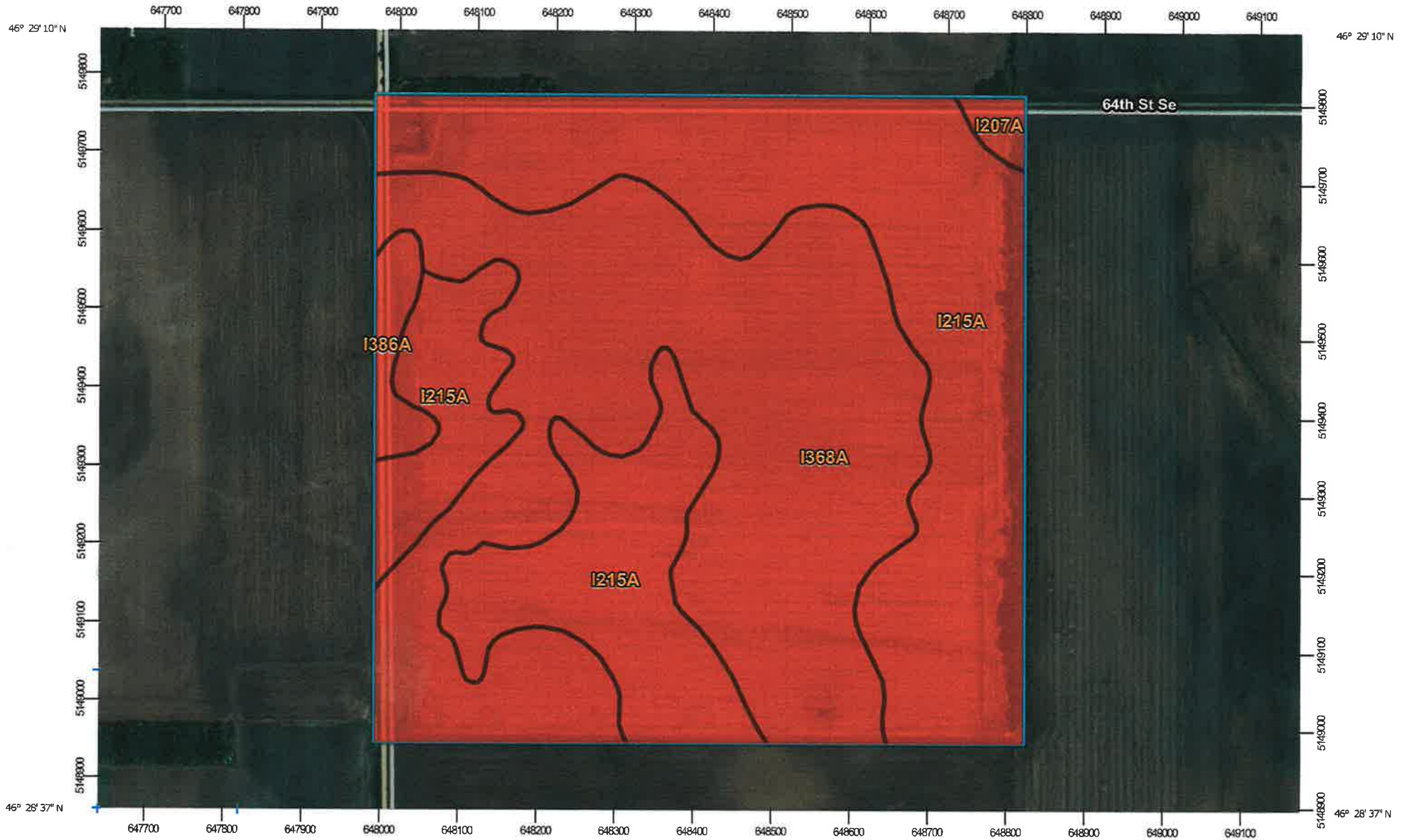
Rating Options

Aggregation Method: Dominant Condition

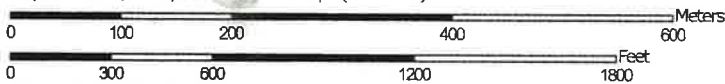
Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Corrosion of Steel—Richland County, North Dakota



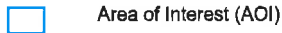
Map Scale: 1:7,020 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 14N WGS84

MAP LEGEND

Area of Interest (AOI)



Area of Interest (AOI)

Background



Aerial Photography

Soils

Soil Rating Polygons



High



Moderate



Low



Not rated or not available

Soil Rating Lines



High



Moderate



Low



Not rated or not available

Soil Rating Points



High



Moderate



Low



Not rated or not available

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

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Soil Survey Area: Richland County, North Dakota

Survey Area Data: Version 32, Sep 8, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 24, 2021—Jun 12, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Corrosion of Steel

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
I207A	Wyndmere loam, slightly saline, stratified substratum, 0 to 2 percent slopes	High	1.4	0.8%
I215A	Mantador-Delamere-Wyndmere fine sandy loams, slightly saline, stratified substratum, 0 to 2 percent slopes	High	87.5	51.1%
I368A	Glyndon loam, slightly saline, stratified substratum, 0 to 2 percent slopes	High	78.7	46.0%
I386A	Perella silty clay loam, stratified substratum, 0 to 1 percent slopes	High	3.4	2.0%
Totals for Area of Interest			171.1	100.0%

Description

"Risk of corrosion" pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens uncoated steel. The rate of corrosion of uncoated steel is related to such factors as soil moisture, particle-size distribution, acidity, and electrical conductivity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The steel in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the steel in installations that are entirely within one kind of soil or within one soil layer.

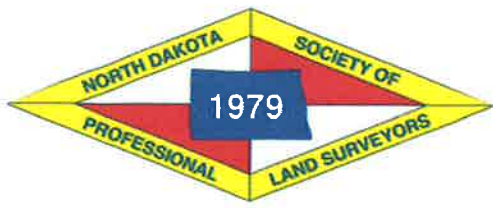
The risk of corrosion is expressed as "low," "moderate," or "high."

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



NDSPLS ADMINISTRATIVE OFFICE
PO Box 7370
Bismarck, ND 58507
Phone: 701-223-3184
E-mail: info@ndspls.org
Website: www.ndspls.org

Executive Secretary/Director of Administration
North Dakota Public Service Commission
600 E Blvd. Ave. Department 408
Bismarck, North Dakota 58505-0480

February 11, 2023

RE: Consideration to ensure that State Land Survey rules, laws, and codes are followed

Dear Chair,

The North Dakota Society of Professional Land Surveyors (NDSPLS) encourages that all utility corridor easements within the State of North Dakota be "Strip Easements" not "Blanket Easements" for all utilities, such as, but not limited to, overhead and underground electrical lines and water, oil and gas pipelines.

Blanket type easements create needless servitudes, or non-appurtenant restrictions on the Grantor's use of real property over aliquot parts of a section where a strip easement would satisfy the easement need of the Grantee.

ND State Department of Trust Lands and Federal Lands do not allow for the use of blanket easements on their land holdings. Furthermore, practicing professional land surveyors follow these guidelines:

The State of North Dakota already has requirements codified for licensed Land Surveyors to follow under North Dakota Century Code (NDCC) 47-05-02.1.

Land Surveyors are bound by North Dakota Administrative Code (NDAC) 28-02.1-13-01: Survey Requirements for preparation of legal descriptions and conveyance of property.

Land Surveyors are bound by the North Dakota Attorney General Opinion 2017-L-03, dated May 12, 2017, indicating that pursuant to NDCC 43-19.1-30, the items which need to be included as exhibits relevant to documents or attachments, as well as when they are the main documents being recorded. These documents must include the signature and seal of a North Dakota registered professional land surveyor, even if the document is part of an exhibit or an attachment to the easement.

NDSPLS encourages the use of the North Dakota State Plane Coordinate System, per NDCC 47-20.2, as the base coordinate system used for a universal survey mapping system.

We are requesting the Public Service Commission to review all aspects of all utility easements and to ensure that all current laws and rules for easements in North Dakota are followed as part of the review and permit process.

Respectfully submitted,

North Dakota Society of Professional Land Surveyors

Enclosures: NDCC 47-05-02.1, Administrative Code Chapter 28-02.1-13-01, ND AG Opinion 2017-L-3, NDCC 43-19.1-30, NDCC 47-20.1 and NDCC 47-20.2

47-05-02.1. Requirements of easements, servitudes, or nonappurtenant restrictions on the use of real property.

Real property easements, servitudes, or any nonappurtenant restrictions on the use of real property, which become binding after July 1, 1977, shall be subject to the requirements of this section. These requirements are deemed a part of any agreement for such interests in real property whether or not printed in a document of agreement.

1. The area of land covered by the easement, servitude, or nonappurtenant restriction on the use of real property shall be properly described and shall set out the area of land covered by the interest in real property.
2. The duration of the easement, servitude, or nonappurtenant restriction on the use of real property must be specifically set out, and in no case may the duration of any interest in real property regulated by this section exceed ninety-nine years. The duration of an easement for a waterfowl production area acquired by the federal government, and consented to by the governor or the appropriate state agency after July 1, 1985, may not exceed fifty years. A waterfowl production area easement that exceeds fifty years or which purports to be perpetual may be extended by negotiation between the owner of the easement and the owner of the servient tenement. A waterfowl production area easement that exceeds fifty years or which purports to be permanent and is not extended by negotiation is void. The duration of a wetlands reserve program easement acquired by the federal government pursuant to the Food, Agriculture, Conservation, and Trade Act of 1990 after July 1, 1991, may not exceed thirty years.
3. No increase in the area of real property subject to the easement, servitude, or nonappurtenant restriction shall be made except by negotiation between the owner of the easement, servitude, or nonappurtenant restriction and the owner of the servient tenement.

CHAPTER 28-02.1-13

DOCUMENTS USED TO CONVEY REAL PROPERTY OR ANY INTEREST THEREIN

Section

28-02.1-13-01 Survey Requirements for Preparation of Legal Descriptions and Conveyance of Property

28-02.1-13-01. Survey requirements for preparation of legal descriptions and conveyance of property.

Any registrant preparing a description, including without limitation a legal, property, or boundary description for, or assisting in the filing of, a document that will, or may, be used to convey or acquire real property or any interest therein, other than easements, including without limitation an auditor's plat, outlot, deed, or conveyance of rights of way, must conduct a survey of the property being conveyed and comply with all the requirements related thereto contained in North Dakota Century Code sections 40-50.1-01 and 40-50.1-02.

Preliminary descriptions and documents used for negotiations for real property, interests in real property, rights of way, and easements are not subject to the requirements of this chapter; however, all such preliminary documents must bear a statement that the document is preliminary, it does not represent a complete boundary survey, and the document is not intended for construction, recording, or implementation. The statement must appear prominently on the face of the preliminary document. Descriptions prepared by a registrant which are, or may be used to acquire or convey rights of way in which possession of title is obtained may be prepared without the setting of all exterior monuments if all four of the following requirements are met:

1. The rights of way are retraceable by using established monuments;
2. Exterior monuments are set wherever there is a change of width to the rights of way;
3. Exterior monuments are set wherever there is a change in direction of the rights of way other than changes of direction at section corners; and
4. Monuments are set at intersections of rights of way with section lines or section line rights of way.

Descriptions prepared by a registrant which are, or may be used to acquire or convey easements having a term of five years or more must be retraceable in each section of land over which the easement crosses by using established subdivision or public land survey system monuments existing or placed at the time of the easement conveyance.

History: Effective October 1, 2004; amended effective July 1, 2009; October 1, 2021.

General Authority: NDCC 43-19.1-08

Law Implemented: NDCC 43-19.1-01, 43-19.1-08



Wayne Stenehjem
ATTORNEY GENERAL

STATE OF NORTH DAKOTA
OFFICE OF ATTORNEY GENERAL

STATE CAPITOL
600 E BOULEVARD AVE DEPT 125
BISMARCK, ND 58505-0040
(701) 328-2210 FAX (701) 328-2226
www.ag.nd.gov

LETTER OPINION
2017-L-03

May 12, 2017

Mr. Roger Kluck, President
State Board of Registration for Professional
Engineers and Land Surveyors
PO Box 1357
Bismarck, ND 58502-1357

Dear Mr. Kluck:

Thank you for your letter requesting an Attorney General's opinion on whether N.D.C.C. § 43-19.1-30 makes it unlawful for a county recorder to file or record any map, plat, survey, or other document within the definition of land surveying, if the document does not include the personal signature and seal of a registered professional land surveyor who prepared it, even if the map, plat, survey, or other document is filed or recorded as an exhibit or attachment to another document being filed or recorded.

ANALYSIS

Section 43-19.1-30, N.D.C.C., provides:

43-19.1-30. Duties of recorder. It is unlawful for the recorder of any county or any county or any proper public authority to file or record any map, plat, survey, or other document within the definition of land surveying which does not have impressed thereon and affixed thereto the personal signature and seal of a registered professional land surveyor by whom the map, plat, survey, or other document was prepared.¹

This law was originally passed by the Legislature in 1967.² Only minor changes have been made to the law since then.³

¹ N.D.C.C. § 43-19.1-30.

² See 1967 N.D. Sess. Laws ch. 352, § 30.

³ "Register of deeds" was changed to "recorder" in 2001 (see 2001 N.D. Sess. Laws ch. 120, § 1) and the word "professional" was added in 2009 (see 2009 N.D. Sess. Laws ch. 368, § 29).

LETTER OPINION 2017-L-03

May 12, 2017

Page 2

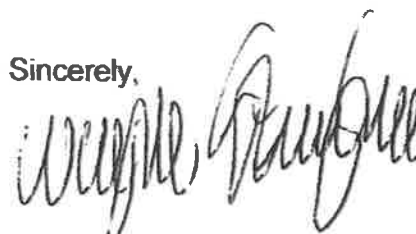
Recently, perhaps as the result of increased oil activity in the state, the North Dakota State Board of Registration for Professional Engineers and Land Surveyors became aware that some plats have been recorded, even though they did not include the signature and seal of a registered professional land surveyor. Some of these unsigned and unsealed survey plats were attached to easements as exhibits, with the plats providing land descriptions for the land covered by the easements.

The Board took its concern to the North Dakota County Recorders Association (Association). The response indicated that the Association felt N.D.C.C. § 43-19.1-30 did not apply to a map, plat, survey, or other land surveying document if it was filed or recorded as an exhibit or attachment to another document. The issue, therefore, is whether N.D.C.C. § 43-19.1-30 applies to the relevant documents when they are exhibits or attachments, as well as when they are the main documents being filed.

The plain language of N.D.C.C. § 43-19.1-30 states that it applies to "any map, plat, survey, or other document within the definition of land surveying." There is nothing to suggest that it applies only to the main document that is being filed and not to exhibits or attachments.

Therefore, it is my opinion that pursuant to N.D.C.C. § 43-19.1-30, a county recorder may not file or record a land surveying document unless it includes the personal signature and seal of a registered professional land surveyor, even if the document is just part of an exhibit or attachment.

Sincerely,



Wayne Stenehjem
Attorney General

This opinion is issued pursuant to N.D.C.C. § 54-12-01. It governs the actions of public officials until such time as the question presented is decided by the courts.⁴

⁴ See *State ex rel. Johnson v. Baker*, 21 N.W.2d 355 (N.D. 1946).



North Dakota State Board of Registration for Professional Engineers and Land Surveyors

June 9, 2016

Office of Attorney General
Attention: Liz Brocker
600 E. Boulevard Avenue, Dept. 125
Bismarck, ND 58505

This request for an Attorney General opinion is made by the North Dakota State Board of Registration of Professional Engineers and Land Surveyors (the "Board"). The Board is a state agency, whose members are appointed by the Governor, established to promote the public welfare by regulation of the practice of engineering and land surveying in the State of North Dakota. The Board requests an opinion that section 43-19.1-30, N.D.C.C., makes it unlawful for a recorder to file or record any map, plat, survey, or other documents within the definition of land surveying, if the document does not include the personal signature and seal of a registered professional land surveyor who prepared it, whether the map, plat, survey or other document within the definition of land surveying is filed alone or as an exhibit or attachment to another document being filed and recorded.

That statute reads as follows:

43-19.1-30. Duties of recorder.

It is unlawful for the recorder of any county or any county or any proper public authority to file or record any map, plat, survey, or other document within the definition of land surveying which does not have impressed thereon and affixed thereto the personal signature and seal of a registered professional land surveyor by whom the map, plat, survey, or other document was prepared.

The Board believes, the plain language of the statute makes it the duty of a recorder to require the signature and seal of a registered professional land surveyor on "any map, plat, survey or other document within the definition of land surveying" (emphasis added) that are filed or recorded. There is no exception for maps, plats, surveys or other survey documents just because they are filed in combination with other documents. The Board believes "Any" means any, whether filed alone or with other documents.

43-19.1-30. Duties of recorder.

It is unlawful for the recorder of any county or any county or any proper public authority to file or record any map, plat, survey, or other document within the definition of land surveying which does not have impressed thereon and affixed thereto the personal signature and seal of a registered professional land surveyor by whom the map, plat, survey, or other document was prepared.

The Board has been made aware of at least some plats that have been recorded, despite the fact they did not include the signature and seal of a registered professional land surveyor, as required by N.D.C.C. § 43-19.1-30. These included unsigned and unsealed survey plats attached to easements as exhibits, which plats provided the land descriptions for the land covered by the easements.

As a result of this issue being brought to the attention of the Board, the Executive Director of the Board raised this issue with the North Dakota County Recorder Association. The response from the North Dakota County Recorder Association was that N.D.C.C. § 43-19.1-30 did not apply to a map, plat, survey or other land surveying document if it was filed or recorded as an attachment or exhibit to another document. Attached is a copy of an email from Cyndy Kolle Gustafson, as President of the North Dakota County Recorder Association noting the difference in position and suggesting that the Board seek an Attorney General Opinion.

A document is "filed or recorded" whether it is filed by itself, or as an exhibit of another document being filed or recorded (e.g. an easement, deed, etc.). There is no basis for an exception to N.D.C.C. § 43-19.1-30, for a map, plat, survey or other land surveying document, simply because it is attached to another document. The public policy reason to require this certification by a registered professional land surveyor is as important for a map, survey or plat that is filed as an exhibit to another document, as it is for a map, survey or plat filed alone. The reason for this requirement is to protect the public from a document that has not been prepared in accordance with the standards established by the Board and law for such work; and to identify for the public who performed the relevant work, and when the document was prepared.

N.D.C.C. § 43-19.1-30 is consistent with N.D.C.C. § 43-19.1-21, which requires final maps, plats, or other documents prepared by a registered land surveyor to be signed, dated, and stamped. N.D.C.C. § 43-19.1-21 further provides that an unfinished document must include a statement that it is not for recording purposes. Allowing an unsigned, and unsealed, map, plat, survey or other land surveying document to be attached as an exhibit to another document, and then recorded, would allow surveyors, and others, to circumvent the statutory requirements of N.D.C.C. § 43-19.1-21.

We request an opinion as to whether the signature and seal of a registered professional land surveyor is required on any map, plat, survey or other document within the definition of land surveying that is filed or recorded with a county recorder, as stated in plain language of NDCC 43-19.1-30, whether filed or recorded individually or in combination with, or as an exhibit to, other documents.

NDPELS

By: 
Roger Kluck, President

From: Kolle, Cyndy
To: Candie Robinson
Subject: RE: Areas visited by Mr. Little
Date: Thursday, October 01, 2015 3:22:07 PM
Attachments: image001.png

Candie:

This list is just fine. Thank you for the information today.

It was interesting to hear the different interpretation of NDCC 43-19.1-30. As I stated in our telephone conversation, we recorders feel we are in compliance with this century code. I'm wondering if you have considered seeking an AG Opinion? This might be something to bring before your board.

Again, thank you for all your information. I will send you information about our 2016 convention after the first of the year.

Cyndy J. Kolle Gustafson

Cyndy J Kolle Gustafson
North Dakota County Recorder Association President
Richland County Recorder
418 2nd Ave N
Wahpeton, North Dakota 58075
701.642.7802
701.642.7820 fax

We are providing this information under the open record laws and do not guarantee its sufficiency. This office takes no responsibility for accuracy, errors or omissions of documents.

Practice of land
Surveying -
43-19.1-02
Definition
"Practice of
land surveying"

CHAPTER 47-20.1
SURVEY AND CORNER RECORDATION ACT

47-20.1-01. Purpose.

It is the purpose of this chapter to protect and perpetuate public land survey corners and information concerning the location of such corners by requiring the systematic establishment of monuments and recording of information concerning the marking of the location of such public land survey corners and to allow the systematic location of other property corners, thereby providing for property security and a coherent system of property location and identification of ownerships, and thereby eliminating the repeated necessity for re-establishment and relocations of such corners where once they were established and located, and, to authorize any registered land surveyor to locate, erect, maintain, record and perpetuate landmarks, monuments, section corners, quarter corners, meander lines or boundary lines heretofore or hereafter established.

47-20.1-02. Definitions.

Except where the context indicates a different meaning, terms used in this chapter shall be defined as follows:

1. "Accessory corner" means any exclusively identifiable physical object whose spatial relationship to the corner is recorded. Accessories may be bearing trees, bearing objects, monuments, reference monuments, line trees, pits, mounds, charcoal filled bottles, steel or wooden stakes or other objects.
2. "Corner", unless otherwise qualified, means a property corner, or a property controlling corner, or a public land survey corner, or any combination of these.
3. "Monument" means an accessory that is presumed to occupy the exact position of a corner.
4. "Practice of land surveying" has the same meaning as in section 43-19.1-02.
5. "Property controlling corner" means a public land survey corner, or any property corner, which does not lie on a property line of the property in question, but which controls the location of one or more of the property corners of the property in question.
6. "Property corner" means a geographic point on the surface of the earth, and is on, a part of, and controls a property line.
7. "Public land survey corner" means any corner actually established and monumented in an original survey or resurvey used as a basis of legal description for issuing a patent for land to a private person from the United States government.
8. "Reference monument" means a special monument that does not occupy the same geographical position as the corner itself, but whose spatial relationship to the corner is recorded, and which serves to witness the corner.
9. "Registered land surveyor" means a surveyor who is registered to practice land surveying under chapter 43-19.1 regulating the registration and practice of professional engineering and land surveyors, or who is authorized under said chapter to practice land surveying as defined herein.

47-20.1-03. Filing of corner record required.

A surveyor shall complete, sign, stamp with the surveyor's seal and file with the recorder of the county where the corner is situated a written record of corner establishment or restoration to be known as a "corner record" for every public land survey corner and accessory to such corner which is established, re-established, monumented, remonumented, restored, rehabilitated, perpetuated, or used as control in any survey by such surveyor, and within ninety days thereafter, unless the corner and its accessories are substantially as described in an existing corner record filed in accord with the provisions of this chapter.

47-20.1-04. Filing permitted as to any property corner.

A registered land surveyor may file such corner record as to any property corner, property controlling corner, reference monument, or accessory to a corner.

47-20.1-05. Form to be prescribed by board.

The state board of registration for professional engineers and land surveyors provided for in chapter 43-19.1 shall by regulation provide and prescribe the information which shall be necessary to be included in the corner record. The board shall prescribe the form in which such corner record shall be presented and filed.

47-20.1-06. Recorder to receive, file, and cross-index.

1. The recorder of the county containing the corner shall receive the completed corner record and preserve it in a hardbound book. The books shall be numbered in numerical order as filled.
2. The recorder shall number the forms in numerical order as they are filed.
3. The book and page number in which the said corner record is filed shall be placed by the recorder near that same corner on a cross-index plat which the recorder shall provide for such purpose.
4. The recorder shall make these records available for public inspection during all usual office hours.

47-20.1-07. Official corner record.

When such a corner described herein has been established and filed, that corner record shall be the official record and shall be made available to all state and federal government agencies without cost; however, the recorder may charge a reasonable fee for furnishing certified copies of the official record to all other persons.

47-20.1-08. Recorder may charge filing fee.

The recorder of a county may charge a filing fee as provided by section 11-18-05 for the filing of each corner record as defined in section 47-20.1-02.

47-20.1-09. Surveyor must rehabilitate monuments.

In every case where a corner record of a public land survey corner is required to be filed under the provisions of this chapter, the surveyor must reconstruct or rehabilitate the monument of such corner and accessories to such corner, so that the same shall be left by him in such physical condition that it remains as permanent a monument as is reasonably possible and so that the same may be reasonably expected to be located with facility at all times in the future.

47-20.1-10. Minimum corner requirements.

The registered land surveyor establishing or rehabilitating corner markers shall place as a minimum acceptable marker, a durable ferromagnetic monument not less than eighteen inches [45.72 centimeters] in length and not less than one-half inch [12.7 millimeters] in sectional dimension driven to a survey elevation depth to which is affixed a cap bearing the center point and the registered land surveyor's certificate number firmly impressed thereon.

47-20.1-11. Corner records to be certified.

No corner record shall be filed unless the same is signed by a registered land surveyor and stamped with the surveyor's seal.

47-20.1-12. Disturbance of survey corners - Penalty.

No United States government survey corner nor any corner established by any registered land surveyor, monumented as herein prescribed, shall be disturbed, removed, or in any manner changed by any person in the prosecution of any public or private work. Whoever shall violate any of the provisions of this section shall be guilty of an infraction.

47-20.1-13. Short title.

This chapter may be cited as the Survey and Corner Recordation Act of North Dakota.

CHAPTER 47-20.2 PLANE COORDINATES

47-20.2-01. North Dakota coordinate system zones defined.

The systems of plane coordinates which have been established by the national oceanic and atmospheric administration national ocean survey/national geodetic survey or its successors for defining and stating the geographic positions or locations of points on the surface of the earth within this state are, as of July 1, 1989, to be known and designated as the North Dakota coordinate system of 1927 and the North Dakota coordinate system of 1983. For the purpose of the use of these systems, the state is divided into a north zone and a south zone:

1. The area now included in the following counties constitutes the north zone: Divide, Williams, McKenzie, Mountrail, Burke, Renville, Ward, McLean, Bottineau, McHenry, Sheridan, Pierce, Rolette, Towner, Benson, Wells, Foster, Eddy, Ramsey, Cavalier, Pembina, Walsh, Nelson, Grand Forks, Griggs, Steele, Traill.
2. The area now included in the following counties constitutes the south zone: Dunn, Golden Valley, Slope, Bowman, Adams, Hettinger, Stark, Mercer, Oliver, Morton, Grant, Sioux, Emmons, Burleigh, Kidder, Logan, McIntosh, Stutsman, Barnes, LaMoure, Dickey, Cass, Ransom, Sargent, Richland.

47-20.2-02. North Dakota coordinate system names defined.

As established for use in the north zone, the North Dakota coordinate system of 1927 or the North Dakota coordinate system of 1983 is named, and in any land description in which it is used it must be designated the North Dakota coordinate system of 1927, north zone, or the North Dakota coordinate system of 1983, north zone. As established for use in the south zone, the North Dakota coordinate system of 1927 or the North Dakota coordinate system of 1983 is named, and in any land description in which it is used it must be designated the North Dakota coordinate system of 1927, south zone, or the North Dakota coordinate system of 1983, south zone.

47-20.2-03. North Dakota coordinate system defined.

The plane coordinate values for a point on the earth's surface, used in expressing the geographic position or location of such point in the appropriate zone of this system, shall consist of two distances, expressed in United States survey feet [meters] and decimals of a foot [meter] when using the North Dakota coordinate system of 1927. One of these distances, to be known as the X-coordinate, shall give the position in an east-west direction; the other, to be known as the Y-coordinate, shall give the position in a north-south direction. These coordinates shall be made to depend upon and conform to plane rectangular coordinate values for the monumented points of the North American horizontal geodetic control network as published by the national ocean survey/national geodetic survey, or its successors, and the plane coordinates which have been computed on the systems defined in this chapter. Any such station may be used for establishing a survey connection to either North Dakota coordinate system. For the purposes of converting coordinates of the North Dakota coordinate system of 1983 from meters to feet, the international survey foot must be used. The conversion factor is: one foot equals 0.3048 meter exactly.

47-20.2-04. Federal and state coordinate description same tract - Federal precedence.

Whenever coordinates based on the North Dakota coordinate system are used to describe any tract of land which in the same document is also described by reference to any subdivision, line, or corner of the United States public land surveys, the description by coordinates must be construed as supplemental to the basic description of each subdivision, line, or corner contained in the official plats and field notes filed of record, and, in the event of any conflict, the description by reference to the subdivision, line, or corner of the United States public land surveys prevails over the description by coordinates, unless the coordinates are upheld by adjudication, at which time the coordinate description will prevail. This chapter does not require any purchaser or mortgagee to rely on a description, any part of which depends exclusively upon the North

Dakota coordinate system, unless the description has been adjudicated as provided in this section.

47-20.2-05. North Dakota coordinate system origins defined.

1. For the purposes of more precisely defining the North Dakota coordinate system of 1927, the following definitions by the United States coast and geodetic survey are adopted:
 - a. The North Dakota coordinate system of 1927, north zone, is a Lambert conformal conic projection of the Clarke spheroid of 1866, having standard parallels at north latitudes, forty-seven degrees twenty-six minutes and forty-eight degrees forty-four minutes along which parallels the scale shall be exact. The origin of coordinates is at the intersection of the meridian one hundred degrees thirty minutes west of Greenwich and the parallel forty-seven degrees zero minutes north latitude. This origin is given the coordinates: $x = 2,000,000$ feet [609.6 kilometers], and $y = 0$ feet [0 kilometers].
 - b. The North Dakota coordinate system of 1927, south zone, is a Lambert conformal conic projection of the Clarke spheroid of 1866, having standard parallels at north latitudes forty-six degrees eleven minutes and forty-seven degrees twenty-nine minutes along which parallels the scale shall be exact. The origin of coordinates is at the intersection of the meridian one hundred degrees thirty minutes west of Greenwich and the parallel forty-five degrees forty minutes north latitude. This origin is given the coordinates: $x = 2,000,000$ feet [609.6 kilometers], and $y = 0$ feet [0 kilometers].
2. For the purposes of more precisely defining the North Dakota coordinate system of 1983, the following definition by the national ocean survey/national geodetic survey is adopted:
 - a. The North Dakota coordinate system of 1983, north zone, is a Lambert conformal conic projection of the North American datum of 1983, having standard parallels at north latitude of forty-seven degrees twenty-six minutes and forty-eight degrees forty-four minutes along which parallels the scale shall be exact. The origin of coordinates is at the intersection of the meridian one hundred degrees thirty minutes west of Greenwich and the parallel forty-seven degrees zero minutes north latitude. This origin is given the coordinates: $x = 600,000.0000$ meters, and $y = 00.0000$ meters.
 - b. The North Dakota coordinate system of 1983, south zone, is a Lambert conformal conic projection of the North American datum of 1983, having standard parallels at north latitude of forty-six degrees eleven minutes and forty-seven degrees twenty-nine minutes along which parallels the scale shall be exact. The origin of coordinates is at the intersection of the meridian one hundred degrees thirty minutes west of Greenwich and the parallel forty-five degrees forty minutes north latitude. This origin is given the coordinates: $x = 600,000.0000$ meters, and $y = 00.0000$ meters.

47-20.2-06. North Dakota coordinate system - Use of term.

The use of the North Dakota coordinate system of 1927 north zone or south zone or the North Dakota coordinate system of 1983 north zone or south zone on any map, report of survey, or other document must be limited to coordinates based on the North Dakota coordinate systems as defined in this chapter. The map, report, or document must include a statement describing the standard of accuracy, as defined by the national ocean survey/national geodetic survey, maintained in developing the coordinates shown therein. The coordinates must be established in conformity with these standards:

1. No coordinates based on the North Dakota coordinate system, purporting to define the position of a point on a land boundary, may be presented to be recorded in any public records or deed records unless the point is connected to a triangulation or traverse station established in conformity with the standards prescribed in this chapter.

2. Coordinate values used in land descriptions under this section must be certified by a duly registered land surveyor under the laws of this state.

47-20.2-07. Use of the term North Dakota coordinate system - Limitation.

Repealed by S.L. 1989, ch. 555, § 7.

47-20.2-08. Federal and state coordinates describing same tracts - Federal precedence.

Repealed by S.L. 1989, ch. 555, § 7.

47-20.2-09. Reliance on description of North Dakota coordinate system.

Repealed by S.L. 1989, ch. 555, § 7.

Jan. 2023

Return Document to:
Summit Carbon Solutions, LLC
c/o Norfleet Land Services
P.O. Box 2655
Bismarck, ND 58502

Tract No. ND-RI-324-096.000

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 **Rose Dotzenrod and Dan D. Dotzenrod, her husband**, whose mailing address is set forth below, (hereinafter referred to as "Landowner", whether one or more), and **Summit Carbon Solutions, LLC**, an Iowa limited liability company, whose mailing address is 2321 N Loop Drive, Suite 221, Ames, IA 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.** For a term of 99 years, 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 ten inches (10") in nominal diameter for the transportation of carbon dioxide and its naturally occurring

Initials _____

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 earlier of (i) the Company's delivery to Landowner of written notice of termination, which Company shall deliver within a reasonable time after completion of construction on the Landowner's Property or (ii) the expiration of 99 years, 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.** For a term of 99 years, 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 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.

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. **Oil, Gas, and Other Minerals.** Landowner shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, as stated in 5(b), Landowner shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Company's use of the Easements for the purposes for which the Easements are being sought by Company.
7. **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.
8. **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.
9. **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.
10. **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.

11. **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.

12. **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 North Dakota and all applicable federal laws. All actions or proceedings with respect to this Agreement shall be instituted only in state or federal court of the states of Iowa or North 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.
- 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.

Signature page(s) follows

Initials _____

Signature page to Easement Agreement

LANDOWNER:

ROSE DOTZENROD
7390 Highway 18
Wyndmere, ND 58081

Date: _____

DAN D. DOTZENROD
7390 Highway 18
Wyndmere, ND 58081

Date: _____

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Richland)

This record was acknowledged before me on the _____ day of _____, 20____, by Rose Dotzenrod and Dan D. Dotzenrod, her husband.

Notary Public

My Commission Expires: _____

Initials _____

EXHIBIT A

Richland County, North Dakota

Township 135 North, Range 51 West of the 5th P.M.

Section 26: NW1/4 less and except a 1 acre parcel described in Quit-Claim Deed Book 33, Page 407, Richland County, North Dakota, more particularly described as:

Beginning at the Northwest corner of the Northwest Quarter (NW1/4) of Section Twenty-six (26) in Township One Hundred Thirty-five (135) North of Range Fifty-one (51) West of the Fifth Principal Meridian, thence running South 13 1/3 rods, thence East 12 rods, thence North 13 1/3 rods, thence West 12 rods to point of beginning, containing one acre.

Initials _____

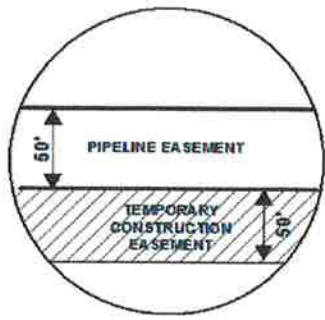
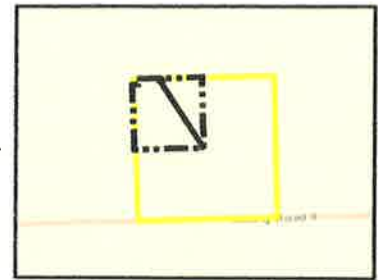
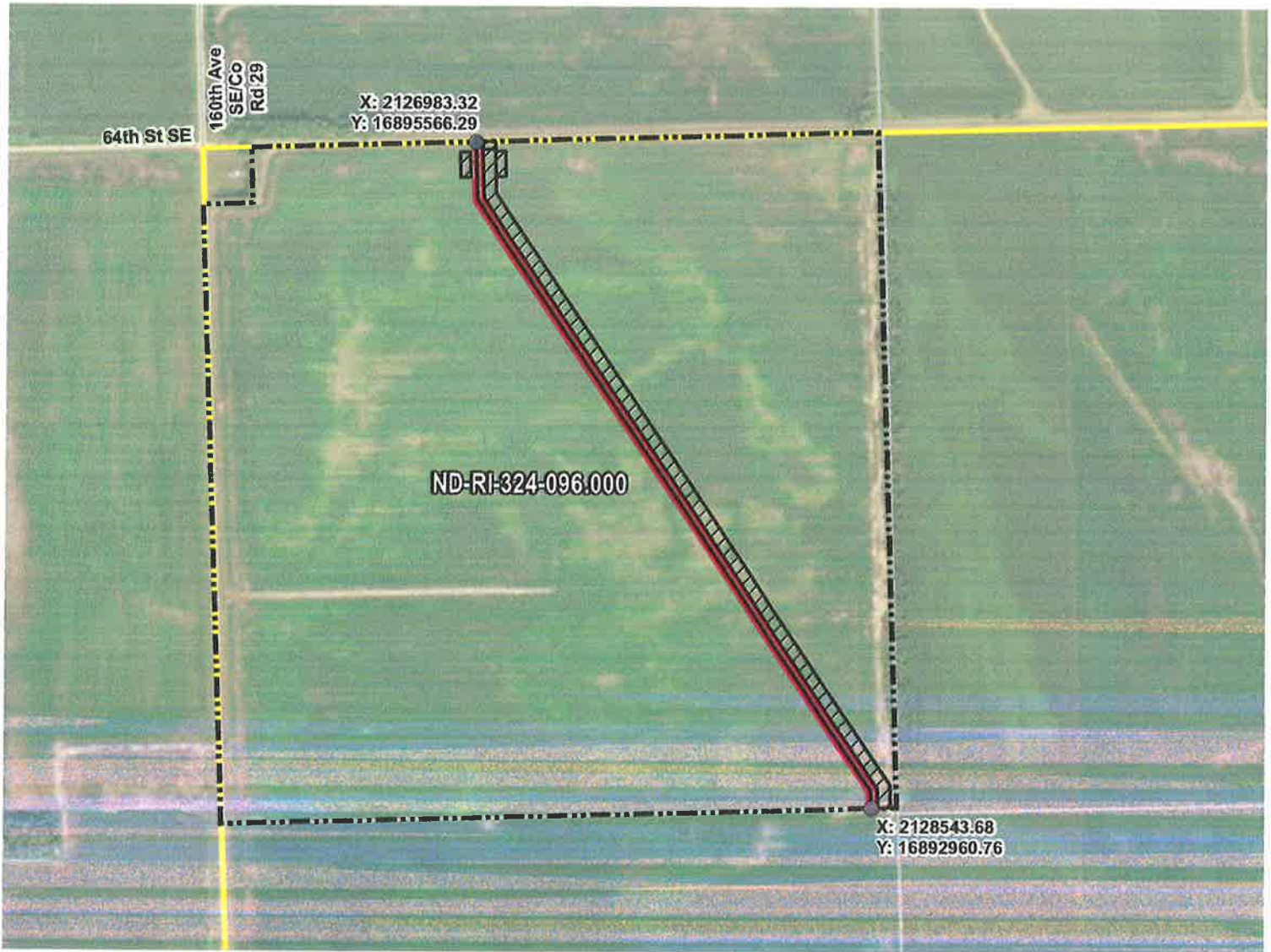


EXHIBIT "B" PRELIMINARY ROUTE RICHLAND COUNTY, NORTH DAKOTA



VICINITY MAP
N.T.S.

SEC. 26 T135N R51W



ROUTING LENGTH = 3079.735 FT +/-

IMPACTS: PIPELINE EASEMENT = 3.535 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 3.719 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



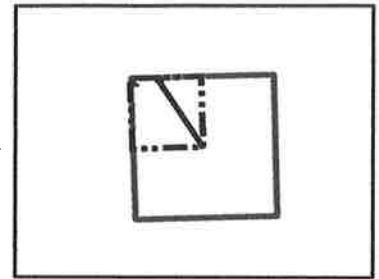
PRELIMINARY PIPELINE ROUTE

DRAWN BY: AC		SUMMIT CARBON SOLUTIONS MIDWEST CARBON EXPRESS ROSE DOTZENROD TAX ID: 07-0000-01605.001 TRACT NUMBER: ND-RI-324-096.000
CHECKED BY: JW		
MAP DATE: 12/3/2021		
SCALE: 1 inch = 638'		
REV NO.	DATE	DESCRIPTION
E	12/6/2022	REVISED PARCEL BOUNDARY
F	12/19/2022	REVISED WORKSPACE
DRAWING NO. C-MCE-ACQ-ND-RI-324-096.000		PROJECT NO. 450959 SHEET NO. 01 of 01

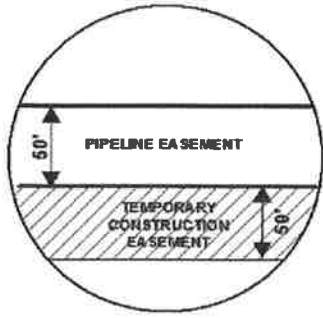
EXHIBIT "B"

PRELIMINARY ROUTE

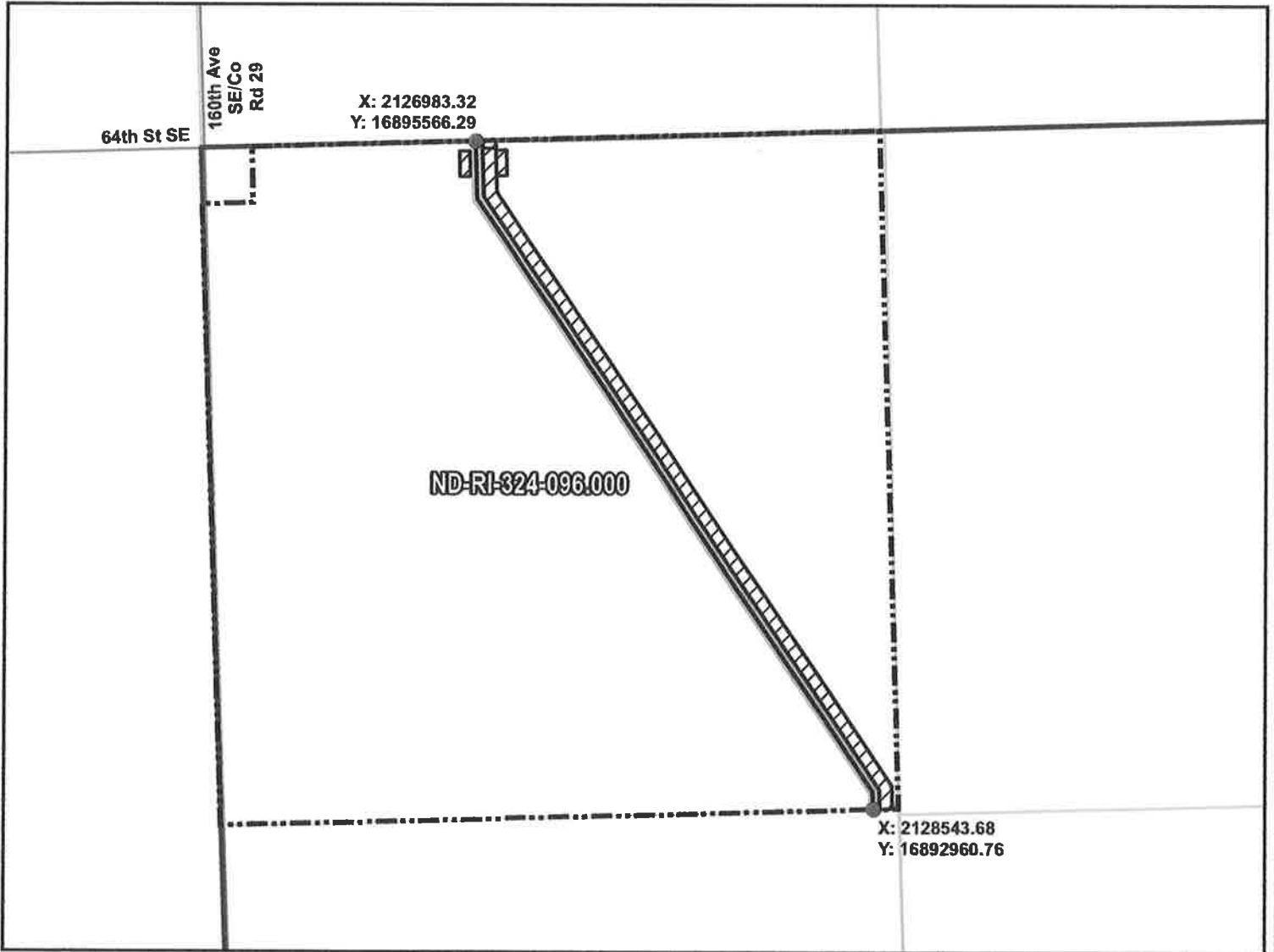
RICHLAND COUNTY, NORTH DAKOTA



VICINITY MAP
N.T.S.



SEC. 26 T135N R51W



ROUTING LENGTH = 3079.735 FT +/-

IMPACTS: PIPELINE EASEMENT = 3.535 AC. +/- / TEMPORARY CONSTRUCTION EASEMENT = 3.719 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 ROSE DOTZENROD TAX ID: 07-0000-01605.001 TRACT NUMBER: ND-RI-324-096.000
CHECKED BY: JW		
MAP DATE: 12/3/2021		
SCALE: 1 inch = 638'		
REV NO.	DATE	DESCRIPTION
E	12/6/2022	REVISED PARCEL BOUNDARY
F	12/19/2022	REVISED WORKSPACE
DRAWING NO. BW-MCE-ACQ-ND-RI-324-096.000		PROJECT NO. 450959 SHEET NO. 01 of 01

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 ten inches (10") 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.



CALCULATION SHEET

Tract Number: ND-RI-324-096.000
Landowner Name: Rose Dotzenrod ETUX
Pipeline Easement Footage: 3,079.735 feet (+/-)

Date: 1/21/23

EASEMENT COMPENSATION

Table with columns: Easement Type, Acres, Price Per Acre, Total Easement. Rows include Permanent Pipeline (\$16,261.00) and Temporary Construction (\$8,553.70). Total Easement Compensation: \$24,814.70.

DAMAGE CALCULATION

Table with columns: Crop Loss %, Crop Type, Price Per Bushel, Yield Per Acre, Price Per Acre, Acres, Advance Payment of Damages. Rows for Yr 1 (100% Corn), Yr 2 (80% Soybean), Yr 3 (60% Corn). Total Crop Damages: \$17,194.88. Difference to settle: \$79,313.42.

TOTAL COMPENSATION: \$121,323.00

Acceptance

Landowner Signature

Date

Landowner Signature

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2	Business name/disregarded entity name, if different from above	
3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5	Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6	City, state, and ZIP code	
7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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				-				-				
OR												
Employer identification number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; text-align: center;">-</td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> </tr> </table>					-							
				-								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

SOIL HEALTH - LONG TERM NEGATIVE PIPELINE EFFECTS

Brehm_Pipeline_Review_FINAL.pdf

Effects of pipeline installation on soil and plant properties:

quantitative synthesis

Core Ideas:

Pipelines cause sustained soil degradation for years following installation.

Soil compaction and mixing detrimentally impact other soil functionalities.

21 of 34 studies reported decreased plant biomass following installation

44% DECREASE IN AGGREGATE STABILITY

36% INCREASED SOIL TEMPS

ELEVATED TEMPS

DECREASED SOIL MOISTURE

NEGATIVE EFFECT ON SOIL MICROBIAL COMMUNITIES

27% DECREASE IN SOIL FUNCTION

AVERAGE BIOMASS REDUCED

11% CORN GRAIN

33% CORN SILAGE

24% SOYBEANS

22% ALFALFA

40% SMALL GRAINS

23% 10 YEARS LATER – CORN YIELDS STILL REDUCED by 23%

MORE NEGATIVE EFFECTS ON RIGHT-OF-WAY THAN ON TRENCH