



SUMMIT/TRC SOLUTIONS

*Mary Johnson*

Recorded Electronically

963059

\$65.00

Page: 1 of 7

2/6/2024 10:39 AM

Burleigh County



Return Document to:  
Summit Carbon Solutions, LLC  
C/O Norfleet Land Services  
3442 E Century Ave  
PO Box 2655  
Bismarck, ND 58502



Tract # ND-BU-0986.549

MEMORANDUM OF EASEMENT

**THIS MEMORANDUM OF EASEMENT** (*“Memorandum of Easement”*) is being recorded for the purpose of giving public notice of the existence of that certain Easement Agreement, as amended from time to time, (the **“Agreement”**), by and between **Beverly Schonert, Life Estate; Sharon Hansen a/k/a Sharon M. Hansen and Miles Hansen a/k/a Miles D. Hansen, her husband and Kathleen Mills a/k/a Kathleen L. Mills, a widow and having never remarried,**, whose mailing address is set forth below, (hereinafter referred to as **“Landowner”**, whether one or more), and **Summit Carbon Solutions, LLC**, a Delaware limited liability company, whose mailing address is 2321 North 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”**).

1. Property. Landowner owns the real property described on Exhibit A, incorporated herein (**“Landowner’s Property”**).

2. The Agreement. Landowner and Company entered into the Agreement as of the 16 day of JANUARY 2024.

3. Easements. In the Agreement, Landowner grants Company certain easements and other rights to Landowner’s Property, including a 99 years Pipeline Easement, a Temporary Construction Easement and a 99 years Access Easement for the purposes set forth in the Agreement.

4. Term. The Pipeline Easement is for a term of ninety-nine (99) years. The Temporary Construction Easement terminates upon completion of the initial construction of the Pipeline Facilities and restoration of the Easements on Landowner’s Property, but not more than two (2) years after the commencement of construction on Landowner’s Property and such additional reasonable time as is necessary to comply with provisions of the Easement Agreement, government permits or state reclamation requirements. The Agreement, including the Easements, runs with the land and is binding upon the Landowner’s and Company’s heirs, assigns, devisees, successors, and legal representatives. The Agreement does provide termination rights upon certain events.

Initials: *KLM*



SUMMIT/TRC SOLUTIONS

*Misty Johnson*

Recorded Electronically

963059

\$65.00  
Page: 2 of 7  
2/6/2024 10:39 AM  
Burleigh County

5. Restrictions on Landowner Use. The Agreement places certain restrictions on Landowner's use of the Property, including prohibiting the construction of improvements without Company's consent.

6. Miscellaneous. This Memorandum of Easement 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 is authorized to place this Memorandum of record in accordance with Section 12(f) of the Agreement. Company may exercise its discretion in whether or not to record any document or exhibit referenced herein. The parties agree that failure to record any document or exhibit shall not affect its validity or the validity of this Memorandum of Easement or the Agreement. Any document not recorded will be held by Company for safekeeping. Landowner shall not record this Memorandum of Easement or notice of the Agreement, or any exhibits without the prior written consent of Company.

7. Agreement Terms. This Memorandum of Easement is not a complete summary of the Agreement. Provisions of this Memorandum of Easement shall not be used in interpreting the Agreement. If there is a conflict between the Memorandum of Easement and the unrecorded Agreement, the unrecorded Agreement shall control. Capitalized terms not defined herein shall have the meaning assigned to them in the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Easement as of the dates set forth below.

Initials: *KJM*









SUMMIT/TRC SOLUTIONS

*Misty Johnson*

Recorded Electronically

963059

\$65.00  
Page: 6 of 7  
2/6/2024 10:39 AM  
Burleigh County

*Signature page to Memorandum of Easement*

LANDOWNER:

*Kathleen L Mills*

KATHLEEN MILLS A/K/A KATHLEEN L. MILLS

3039 East Colorado Drive, Unit B  
Bismarck, ND 58503

Date: 1-16-24

**ACKNOWLEDGMENT**

State of N.D. )  
County of Burleigh )<sup>ss</sup>

This record was acknowledged before me on the 16 day of January, 2024,  
by Kathleen Mills a/k/a Kathleen L. Mills, a widow and having never remarried.

*David Hogue*  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

DAVID HOGUE  
Notary Public  
State of North Dakota  
My Commission Expires Dec. 23, 2026



SUMMIT/TRC SOLUTIONS

*Mary Stinson*

Recorded Electronically

**963059**

\$65.00  
Page: 7 of 7  
2/6/2024 10:39 AM  
Burleigh County

**Exhibit A**

Burleigh County, North Dakota  
Township 141 North, Range 80 West, 5th P.M.  
Section 27: N1/2NE1/4

Initials: *KM*