

PROPOSED TRACT I -

PROPOSED TRACT 2 -

PROPOSED BOUNDARY EXHIBIT

CASS COUNTY, NEBRASKA

SURVEY OF: PART OF THE NORTHEAST QUARTER <u>SEC 17</u> T<u>10</u>N, R<u>12</u> E OF THE 6TH P.M.

PROPOSED BOUNDARY AREAS ±5832385 SQUARE FEET ±133.89 ACRES ±969989 SQUARE FEET ±22.27 ACRES

TOTAL TRACTS | & 2 -±6802374 SQUARE FEET (NEI/4 17-10N-12E EXCL TX LOT 7) ±156.16 ACRES



Aerial Map





17-10N-12E Cass County Nebraska



4/3/2025

*Crop-Type-Intended Use is as listed unless noted on map. Corn/Yellow/Grain; SB/COM/Grain; Grass/Bro/LS; All NI



United States Department of Cass County, Nebraska Agriculture

9-10-12E 8-10-12E 2 2.69 17 HEL 3 3.37 10.13 HEL 107.09 T 16 HEL 16-10-12E 17-10-12E 4 30.78 6 5 0.54 .09 480 Hexagon

Common Land Unit

- Non-Cropland Cropland
- Tract Boundary PLSS

- Wetland Determination
 - Restricted Use
 - Limited Restrictions
- Exempt from Wetland Provisions

2024 EAWS Production Ortho Imagery Alternate year NAIP imagery may be displayed for tracts physically located in other states, along state borders, or years of partial imagery acquisition.

2025 Program Year Map Created February 21, 2025

Farm 15 Tract 16

Tract Cropland Total: 119.91 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Soils Map







Soils data provided by USDA and NRCS.

Area	Symbol	NE025	Soil Area	Version:

Area S	Symbol: NE025	i, Soil A	rea Versio	n: 24											
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non- Irr Class *c	Irr Class *c	SRPG	Alfalfa hay Tons	Caucasian bluestem Tons	Common bermudagrass Tons	Corn Bu	Corn Irrigated Bu	Grain sorghum Bu	Orchardgrass red clover Tons	Soybeans Bu
7644	Yutan silty clay loam, 6 to 11 percent slopes, eroded	78.90	52.0%		Ille	IVe	65	3			77	94	68		
7641	Yutan silty clay loam, 2 to 6 percent slopes, eroded	35.50	23.4%		lle	Ille	69	3			77	94	68		
7645	Yutan silty clay loam, 11 to 17 percent slopes, eroded	22.25	14.7%		IVe	IVe	59	3			77	94	68		
3921	Sogn-Rock Outcrop complex, 11 to 30 percent slopes	3.31	2.2%		VIs		6								



Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non- Irr Class *c	Irr Class *c	SRPG	Alfalfa hay Tons	Caucasian bluestem Tons	Common bermudagrass Tons	Corn Bu	Corn Irrigated Bu	Grain sorghum Bu	Orchardgrass red clover Tons	Soybeans Bu
	Geary silty clay loam, 7 to 11 percent slopes, eroded	3.18	2.1%		IVe	IVe	69								
	Colo- Nodaway complex, frequently flooded	2.22	1.5%		IIIw		55	5			84		81		
	Aksarben silty clay loam, 2 to 6 percent slopes	2.18	1.4%		lle	llle	71	4	7	6				7	
	Aksarben silty clay loam, 0 to 2 percent slopes	2.11	1.4%		Iw	Iw	73								
	Nodaway silt loam, channeled, frequently flooded	1.95	1.3%		Vlw		59				4		4		
			Weighted	Average	3.00	*-	63.8	2.8	0.1	0.1	70.7	84.7	62.5	0.1	2

*n: The aggregation method is "Weighted Average using all components"
*c: Using Capabilities Class Dominant Condition Aggregation Method
*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

NEBRASKA CASS

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



Abbreviated 156 Farm Record

Operator Name	: MICHAELA NIELSEN
CRP Contract Number(s)	: None
Recon ID	: None
Transferred From	: None
ARCPLC G/I/F Eligibility	: Eligible

	Farm Land Data								
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
155.69	119.91	119.91	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double	Cropped	CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	119.9	119.91		00	0.00	0.00	0.00	0.00

Crop Election Choice								
ARC Individual	ARC County	Price Loss Coverage						
None	CORN, SOYBN	None						

DCP Crop Data								
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP				
Corn	52.60	0.00	142	0				
Soybeans	52.60	0.00	46	0				
TOTAL	105.20	0.00	-					

NOTES

Tract Number	: 16
Description	: J9 NE4 17-10-12
FSA Physical Location	: NEBRASKA/CASS
ANSI Physical Location	: NEBRASKA/CASS
BIA Unit Range Number	:
HEL Status	: HEL field on tract. Conservation system being actively applied
Wetland Status	: Tract contains a wetland or farmed wetland
WL Violations	: None
Owners	: CHRISTY ELIZABETH NIELSEN
Other Producers	: None
Recon ID	: None

	Tract Land Data										
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane				
155.69	119.91	119.91	0.00	0.00	0.00	0.00	0.0				

CASS

Form: FSA-156EZ



United States Department of Agriculture Farm Service Agency FARM: 15 Prepared: 4/1/25 5:24 PM CST Crop Year: 2025

Abbreviated 156 Farm Record

Tract 16 Continued								
Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD		
0.00	119.91	0.00	0.00	0.00	0.00	0.00		
	Other Conservation	Other Conservation Effective DCP Cropland	Other Conservation Effective DCP Cropland Double Cropped	Other Conservation Effective DCP Cropland Double Cropped CRP	Other Conservation Effective DCP Cropland Double Cropped CRP MPL	Other Conservation Effective DCP Cropland Double Cropped CRP MPL DCP Ag. Rel Activity		

DCP Crop Data									
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield						
Corn	52.60	0.00	142						
Soybeans	52.60	0.00	46						
TOTAL	105.20	0.00							

NOTES

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Prepared by: Tallgrass Energy Attn: Land & ROW 370 Van Gordon St. Lakewood, CO 80225 Filed - Cass County, NE Instrument # 2024-04300 Pages: 10 November 19, 2024 08:30 AM Fee \$64.00 Register of Deeds Laura Pohlmeier

Tract No: SI-NE-CA-406.000

PIPELINE EASEMENT AGREEMENT

THIS PIPELINE EASEMENT ("Agreement") is made this day of <u>Jugust</u> 20 <u>Jug</u> from In the Matter of the Estate of Douglas K. Nielsen, whose mailing address is 12200 358th St., Louisville, NE 68037 ("Grantor" whether one or more), to Trailblazer CO2 Pipeline, LLC, a Delaware limited liability company, whose mailing address is 370 Van Gordon Street, Lakewood, Colorado 80228 ("Grantee"). The parties agree as follows:

Grant. For and in consideration of Ten Dollars (\$10.00) and other good and 1. valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, conveys and warrants unto Grantee, its successors and assigns, a perpetual exclusive easement to survey (including, but not limited to, civil, environmental, geotechnical, and cultural surveys), construct, maintain, clear, inspect, test, upgrade, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, patrol by air or surface, protect, abandon in place or remove (including as provided in Section 6), one pipeline, and all related equipment and appurtenances, below and/or above ground, necessary or convenient for the transportation or transmission of carbon dioxide and any associated substances, products, derivatives, combinations, or mixtures thereof, including but not limited to, meters, regulators, valves, launchers/receivers, vent pipes, line markers, taps, rectifiers, alternating current mitigation, cathodic protection equipment, no more than one buried fiber optic communication line for the pipeline, buried electric lines and appurtenances for the pipeline, including fences or enclosures for the aforesaid appurtenances (the pipeline together with such appurtenances are collectively referred to herein as, the "Pipeline" and the foregoing rights and those provided to Grantee hereunder are collectively referred to herein as the "Easement Rights"), in, on, over, under, or through the real property situated in Cass County, State of Nebraska, being described as follows:

Northeast Quarter (NE ¼) of Section 17, Township 10 North, Range 12 East of the 6th P.M., Cass County, Nebraska.

2. <u>Easement Location</u>. The real property subject to the Easement Rights (the "Easement Lands") is comprised of a permanent easement area fifty feet (50') in width (the "Permanent Easement Area") and a temporary easement area of an additional twenty five feet (25') in width together with any additional work space (collectively, the "Temporary Easement Area") as each is more generally described and/or depicted on Exhibit "A" Grantee may record this Pipeline Easement with a civil survey or a sketch as Exhibit "A" more generally depicting the location of the right-of-way and the route of the Pipeline across Grantor's property. If a sketch is utilized, upon or before completion of the construction of the Pipeline, Grantee shall (i) prepare and provide to Grantor a civil survey (the "Civil Survey") depicting the location of the Permanent Easement Area, and (ii) prepare, execute, and record in the real property records a notice that such Civil Survey is substituted for the sketch, with all references herein to the Easement Lands thereafter referring to the Easement Lands as described and depicted in the Civil Survey attached to such notice.

In the event the Pipeline is constructed and the centerline of such Pipeline, as constructed, is in a different location than contemplated by Exhibit "A" Grantor and Grantee hereby agree that the width and/or location of the Permanent Easement Area as identified on Exhibit "A" will be modified as necessary in Grantee's reasonable discretion to facilitate the width as contemplated herein and the relative location of the Pipeline within the Permanent Easement Area (such as constructed location shall constitute the Permanent Easement Area for purposes of this Agreement). In no event will the Permanent Easement Area be modified more than fifty feet (50') than as shown in the Civil Survey, without Grantor's written consent. In the event of a modified Permanent Easement Area, Grantee may in its discretion, and Grantor hereby authorizes Grantee to, record a Memorandum and Notice of Pipeline Location along with an as-built survey describing and/or depicting such modified Permanent Easement Area and/or the Pipeline.

3. Use. The Grantor reserves the right to cultivate, use and occupy the Easement Lands for any purpose consistent with the rights and privileges herein granted and which, in the judgment of the Grantee, will not interfere with or endanger any of the Pipeline facilities therein or otherwise impair the use by Grantee, its agents and/or contractors of such Pipeline facilities and/or the Easement Lands. Grantor shall not, nor shall it allow others acting by or through Grantor to, excavate or otherwise alter the ground elevation or grade, remove any soil, construct or place any obstructions, buildings, improvements, fences, engineering works, utilities, roads, or structures, impound any water, affect the lateral or subjacent support of the Pipeline, or plant any trees, or shrubs (collectively, the "Prohibited Items") on, through, under, or upon the (i) Easement Lands until termination of the temporary easements and (ii) the Permanent Easement Area thereafter, without the prior written consent of Grantee in each case. If any Prohibited Items are placed upon the Easement Lands without Grantee's prior written consent, Grantee shall have the right, but not the obligation, to (a) enter and remove any such Prohibited Items upon notice to Grantor (such notice being reasonable under the circumstances), at Grantor's cost, or (b) notify and require Grantor, at Grantor's cost, to immediately remove any such Prohibited Items. The Grantee shall have the right of ingress and egress and the right but not the obligation to improve existing or build new access roads over the Easement Lands and the right to install gates in fences and driveway culverts that cross the Permanent Easement Area, all in order that the Grantee may

access the Permanent Easement Area and exercise the Easement Rights. Grantor, on behalf of itself and Grantor's affiliates, heirs, and assignees, expressly agrees to the location of the Pipeline and waives current, pending, or future setback requirements (whether in relation to any occupied structure, property boundary line, or any other structure) or any other current, pending, or future regulations, laws or lands use requirement.

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4. <u>Term</u>. Grantee's Easement Rights within the Permanent Easement Area shall be in perpetuity unless the Easement Rights are released by Grantee filing a formal release of the applicable Easement Rights in the county land records. Grantee's Easement Rights within the Temporary Easement Area shall expire upon completion of the pipeline construction and restoration of the Easement Lands, provided, however where the route of the Pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways, or other areas reasonably requiring extra workspace, Grantee may use such portion of the Grantor's property along and adjacent to the Permanent Easement Area as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Pipeline, in which event Grantee shall pay Grantor for all actual documented damages caused by Grantee's use of said extra workspace.

Except as provided for herein, should Grantee fail to commence construction of the Pipeline on the Easement Lands by the date that is seven (7) years from the date of Grantor's execution of this Agreement (the "Outside Date"), then, at any time prior to the commencement of construction on the Easement Lands, Grantor shall have the right to terminate the Easement Rights, upon Grantor providing Grantee written notice that construction of the Pipeline did not commence on the Easement Lands prior to the Outside Date (the "First Termination Notice"). Notwithstanding the foregoing, Grantee, at any time before ninety (90) business days after Grantee's receipt of the written First Termination Notice, shall have the one-time right, but not the obligation, to extend the Outside Date for an additional five (5) years from the date of the Termination Notice (the "Extended Outside Date") by making an additional payment to Grantor in the amount of fifty percent (50%) of the initial payment paid to Grantor for the Permanent Easement Area (the "Extension Consideration"), in which case this Agreement and the Easement Rights shall continue in full force and effect and shall not terminate. If Grantee pays to Grantor the Extension Consideration and Grantee does not commence construction of the Pipeline prior to the Extended Outside Date, then, at any time prior to the commencement of construction on the Easement Lands, Grantor shall have the right to terminate this Agreement and the Easement Rights, upon Grantor providing Grantee written notice that construction of the Pipeline did not commence on the Easement Lands prior to the Extended Outside Date.

If at any time after Grantee constructs and commences operation of the Pipeline, should Grantee fail to flow product through the Pipeline for a period of sixty (60) consecutive months, the Easement Rights shall terminate and revert to Grantor, Grantor's heirs, legal representatives, and assigns. Upon termination of the Easement Rights pursuant to the paragraph, Grantee shall file in the county land records a release of the Easement Rights and the Easement Rights shall revert to Grantor.

5. <u>Depth of Cover</u>. Grantee agrees that the underground portions of the Pipeline will be constructed with at least forty-eight inches (48") of soil cover. In areas containing rock the minimum cover shall be thirty-six inches (36").

6. Restoration and Compensation. Except as otherwise provided for herein (including, but not limited to, Grantee's restoration obligations). Grantee has compensated Grantor for damages associated with its use of the Easement Lands and initial installation of the Pipeline (and related activities) (the "Initial Damages"). No successor, heir, or assign of Grantor or purchaser of all or any part of the Easement Lands shall be entitled to additional payment of said Initial Damages compensation already remitted to Grantor. Grantor agrees to accept the aforementioned consideration on behalf of Grantor, Grantor's successors in interest, and any current or future tenant ("Tenant") of Grantor, and to take full responsibility for compensating Grantor's Tenant for any damage or loss that is owed to the Tenant as a result of this conveyance and the Grantee's exercise of the Easement Rights. By agreeing to accept Grantee's consideration. Grantor agrees to indemnify and hold harmless the Grantee, its parent companies, affiliates and subsidiaries, and their officers, agents, and employees, from any claim asserted by the Grantor's Tenant, Tenant's successor in interest, or Tenant's heirs, for compensation, restitution, crop loss, consideration, or damage of any kind that the Tenant, if any, may be lawfully entitled to as a result of this conveyance and Grantee's use of the Easement Rights.

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Grantee agrees to pay Grantor for any and all additional actual physical damages which were not already paid to Grantor, including but not limited to those to: (i) fences, (ii) growing crops and timber which arise from the Grantee's use of the Easement Lands in connection with any such installation, and (iii) occasioned by any construction and future reconstruction, maintenance, operation, alteration, protection, inspection, moving, replacement, testing, repair, change in size, upgrade or removal of the Pipeline in the Permanent Easement Area. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to make any payment related to the removal of any Prohibited Items or payment for any damages caused by the negligence, recklessness, or willful misconduct of third parties or the Grantor or anyone acting on the Grantor's behalf. The term "timber" is defined as trees or wood grown for commercial sale. Grantee shall have the right, without liability for damages, from time to time after the initial construction of the Pipeline, to re-clear the Permanent Easement Area by removing Prohibited Items and any other obstructions that may endanger or interfere in any manner with Grantee's use of the Permanent Easement Area or the Pipeline.

Grantee shall restore the surface of the Easement Lands, as nearly as reasonably practicable and permissible, to its prior condition following any disturbance occasioned by construction or use of the Easement Lands by the Grantee, its contractors, or agents.

Grantee shall have the right to abandon and terminate all or any part of the Easement Rights granted herein by filing a release of same in the county records in favor of Grantor. In the event Grantee files a release of the Easement Rights, after the Pipeline is emptied, disconnected from other pipelines, and sealed, consistent with the requirements of 49 CFR § 195.402(c)(10), and is no longer intended to be used by Grantee to transport carbon dioxide or any other substance, Grantee shall abandon the buried portion of the Pipeline in place in accordance with all applicable regulations and laws. Grantor or Grantor's successor as the case may be, shall receive a one-time payment of \$15,000 from Grantee following such abandonment in place.

7. <u>Title</u>. By entering into this Agreement, Grantor warrants that Grantor is the sole fee owner of the Easement Lands herein described and that Grantor has the authority to convey the Easement Rights in the Easement Lands to the Grantee, the Easement Lands are free from any unrecorded liens and encumbrances that are senior to this Agreement that will affect Grantee's

rights hereunder (except as otherwise disclosed by Grantor in writing to Grantee), and Grantor will warrant and defend title thereto against the lawful claims of all persons whomsoever.

8. <u>Covenants Running with the Land; Assignment</u>. This Agreement (as well as any Memorandum and Notice of Pipeline Location pursuant to Section 2) shall be recorded in the real property records where the Easement Lands are located, and the terms of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, personal representatives, and heirs. This Agreement and the Easement Rights may be freely assigned in whole or in part by either party, provided that any assignment by Grantor shall be made only to a subsequent owner of the fee interest in the lands subject to the Easement Rights granted herein.

9. <u>Indemnification</u>. Grantee hereby agrees to indemnify and hold Grantor harmless from and against third party loss for damage to persons or damages to property, to the extent said third party loss is caused by Grantee's use of the Easement Lands, excepting, however, any such loss arising in whole or in part due to the negligence or wrongful acts of Grantor, or its servants, agents, or invitees.

10. <u>Notices</u>. All notices required or permitted under this Agreement shall be given by overnight courier service, by registered or certified mail, postage prepaid, or by hand delivery, directed to the addresses at the beginning of this Agreement or at other address provided by such party.

11. Document Execution and Interpretation. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals. This Agreement shall be interpreted and enforced under the laws of the state where the Easement Lands are located. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Easement Lands, held to be illegal, void, or unenforceable, or to be in conflict with the law of that jurisdiction, the validity of the remaining provisions, or portion hereof, shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision to be held invalid. This Agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Whenever the context of this Agreement requires, words used in the singular shall be construed to include the plural and vice versa and pronouns designating a particular gender shall be deemed to include and designate the masculine, feminine and neuter gender. This Agreement shall not be construed against either party in the event of an ambiguity or other dispute as to its interpretation. Grantor and Grantee represent to one another that each has the power and authority to execute and deliver this Agreement and to perform its respective obligations under this Agreement and the person or persons signing for each party has been duly authorized by such party to do so. Should Grantor consist of more than one person or entity, they shall be jointly and severally liable under this The paragraph headings that appear in this Agreement are for purposes of Agreement. convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear.

12. <u>Miscellaneous</u>. In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the substantially prevailing party, whether by judgment or out-of-court settlement, shall recover from the other party, reasonable expenses, attorneys' fees and costs incurred in connection therewith, or in the enforcement or collection of any judgment or award rendered therein. Time is of the essence herein. Grantor hereby agrees to execute and deliver all documents and take or forbear from all actions as may be reasonably necessary or appropriate to achieve the purpose of and to give full effect to this Agreement. Failure of any party hereto to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver for the future of any such provision. No breach of this Agreement shall entitle either party to cancel, rescind or otherwise terminate this Agreement or the Easement Rights, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder or pursuant to applicable law. Grantor shall not disclose to any other person or entity the amount of payments made or to be made by Grantee for this Agreement without Grantee's prior consent.

TO HAVE AND TO HOLD the Easement Rights unto the Grantee, Grantee's successors, assigns, personal representatives, and heirs forever.

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