

October 8, 2013

Hand Delivery

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue
Dept. 408
Bismarck, ND 58505-4080

**RE: BAKKENLINK PIPELINE, LLC,
CASE NO. PU-10-218 — Request for
Supplemental Information**

Dear Mr. Nitschke:

This letter is in follow up to your July 16, 2013 letter regarding supplemental information in support of BakkenLink Pipeline, LLC's ("BakkenLink") request for reroute in the above-captioned case. As you may recall, BakkenLink requested a route adjustment on May 29, 2013, pursuant to Section 49-22-16.3, which was enacted as an emergency measure via House Bill 1147. Following the submission of BakkenLink's request, BakkenLink completed construction of its crude oil pipeline. The Public Service Commission ("Commission") then released its interpretation of Section 49-22-16.3, and the documentation the Commission has interpreted to be required pursuant to the new law.

The documentation BakkenLink submitted in support of its reroute request satisfies the Commission's interpretation of Section 49-22-16.3. Darren Snow's Certification in Support of the Application of BakkenLink for an Amended Corridor Certificate and Route Permit states that the adjusted route does not affect any avoidance or exclusion areas. Included with that Certification is a field study with respect to the exclusion and avoidance areas along the adjusted route. It also states that the adjusted route is no more than 1.5 miles outside the designated corridor, which is supported by the maps included within the adjustment request. Further, the Certification states that BakkenLink will comply with the Commission's laws, rules, and regulations. Although the Certification does not specifically state whether any government entities oppose the adjustment, no government entity has communicated any opposition to

Attorneys & Advisors / Fredrikson & Byron, P.A.
main 701.221.4020 / 200 North Third Street, Suite 150
fax 701.221.4040 / Bismarck, North Dakota
www.fredlaw.com / 58501-3879

October 8, 2013

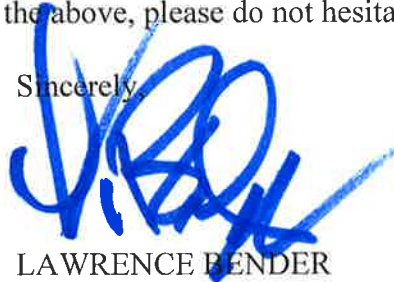
Page 2

BakkenLink regarding the route adjustment. In fact, SHPO concurrence with BakkenLink's finding of No Historic Properties Affected was included in BakkenLink's May 29, 2013 submission to the Commission.

Finally, the Commission has requested information regarding any landowners or governmental entities that may have been affected by the reroute. No governmental entitiesAll landowners approved, and in some cases requested, the route adjustments presented in BakkenLink's May 29, 2013 submission. The attached Exhibit A provides the requested landowner information, namely, the nature of each party's interest and their contact information. The attached Easement Agreements provided further landowner information and demonstrate that the landowners approved of their respective reroutes.

If you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,



LAWRENCE BENDER

LB/jrr
Enclosures

Cc: Patrick Fahn (via e-mail)

October 8, 2013

Page 3

EXHIBIT A — LANDOWNER INFORMATION

Parrish Reroute

Calvin L. Parrish
2492 Beaver Creek Road
Watford City, ND 58854
(701) 842-2641

Delmer L. & Marcelline Rink
2322 Beaver Creek Road
Watford City, ND 58854
(701) 770-2254

Rink Reroute

Delmer L. & Marcelline Rink
2322 Beaver Creek Road
Watford City, ND 58854
(701) 770-2254

Hartel Reroute

Lemoine D. & Clarice J. Hartel
12042 Highway 23
Watford City, ND 58854
(701) 842-2009

Hoffman Landowner Request Reroute

Leonard W. & Margaret Hoffmann
Trustee of the Hoffmann Living Trust
27755 Thomas Avenue
Webster, MN 55088
(612) 327-8564

Ronald D. & Karen M. Broderson
12142 23rd St. NW
Watford City, ND 58854
(701) 842-2005

October 8, 2013

Page 4

Hoffman Foreign Line Reroute

Leonard W. & Margaret Hoffmann
Trustee of the Hoffmann Living Trust
27755 Thomas Avenue
Webster, MN 55088
(612) 327-8564

Ronald D. & Karen M. Broderson
12142 23rd St. NW
Watford City, ND 58854
(701) 842-2005

Kringlaak Reroute

Maalfrid Kringlak Ravin, et al.
Box 1125
Watford City, ND 58854
(701) 842-3554

Return to: BAKKENLINK PIPELINE LLC 333 Clay Street, Suite 4060 Houston, Texas 77002	<i>Records Office Use Only</i>
--	--------------------------------

STATE OF NORTH DAKOTA)
)
 COUNTY OF MCKENZIE)

EASEMENT AGREEMENT

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on this 15th day of May, 2012, the undersigned **Calvin L. Parrish, aka Calvin Parrish, Janette C. Parrish and Nicole C. Parrish**, whose address is 2492 Beaver Creek Road, Watford City, ND 58854, (hereinafter referred to as "Grantor," whether one or more), being the owner(s) of, or having an interest in, land situated in the County of **McKenzie**, State of North Dakota, more fully described below, do(es) hereby grant, bargain, sell, and convey to **BAKKENLINK PIPELINE LLC**, a Delaware limited liability company, whose address is 333 Clay Street, Suite 4060, Houston, Texas 77002, and its successors and assigns (hereinafter collectively referred to as "Grantee"), the exclusive right, privilege and easement on, under, across and through a strip of land, the location of which is set forth in Exhibit A (hereinafter referred to as the "Easement"), attached hereto and made a part hereof, to survey, clear brush and obstructions, construct, reconstruct, entrench, operate, protect, monitor, maintain, inspect, test, repair, replace, renew, modify, increase and/or decrease the capacity of, abandon-in-place, remove and/or relay one (1) pipeline, as well as all related facilities and appurtenances, whether above or below ground, including but not limited to, conduit(s) for the transmission of communication signals, valves, fittings, metering equipment, corrosion control devices, wires, cables, pipeline markers, fences, electrical lines and other appurtenances as may be necessary or convenient for the gathering or transportation of crude oil (hereinafter collectively referred to as the "Pipeline Facilities"), along

with the right of ingress and egress in, on, over, under, or through certain land of the Grantor described in Exhibit B (hereinafter referred to as the "Property"), attached hereto and made a part hereof, together with the right to utilize, during original construction of the Pipeline Facilities installed hereunder, additional lands denoted as "Temporary Workspace" and "Additional Temporary Workspace," as more particularly described in Exhibit A.

The Easement, as more particularly described in Exhibit A, shall be a continuous strip of land fifty (50) feet in width. Grantor hereby authorizes Grantee to supplement Exhibit A by filing an actual plat of the Pipeline Facilities installed hereunder; however, in no event shall the location of the Easement materially change from the location shown on the attached Exhibit A without written consent of Grantor. Grantor agrees, however, to cooperate and execute all required future documents, including but not limited to, a confirmation and re-grant of this Agreement if required for recording purposes to describe and establish the Easement for the "as built" location of the Pipeline Facilities installed hereunder, along with all professional land surveys, in a form acceptable to the parties for lawful recording of this Agreement.

After Grantee completes the initial construction and installation of the Pipeline Facilities installed hereunder, the right to use the Temporary Workspace and Additional Temporary Workspace identified in Exhibit A shall revert back to the Grantor; however, in the event Grantee reasonably determines that it is necessary to temporarily use land adjacent to the Easement in order to exercise the rights granted herein subsequent to construction of the Pipeline Facilities installed hereunder, Grantor shall, upon receipt of reasonable consideration, allow Grantee to use such temporary workspace.

Grantee shall, to the extent reasonably practicable, return the surface of the Property to a condition reasonably similar to its condition immediately prior to construction of Pipeline Facilities provided for herein within a reasonable time after completion of construction of said Pipeline Facilities on the Property. Grantee agrees to restore any surface lands on the Property that have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction of any Pipeline Facilities, to the extent reasonably practicable. Grantee shall re-seed the Easement, Temporary Workspace and Additional Temporary Workspace, as well as any temporary workspace utilized subsequent to construction of the Pipeline Facilities installed hereunder, within a reasonable amount of time after Grantee completes construction of any Pipeline Facilities.

Grantor shall have the right to use, enjoy, cultivate, and occupy the land covered by the Easement for any purpose consistent with Grantee's rights under this Agreement that will not interfere with or endanger Grantee's Easement hereunder or the safe operation of the Pipeline Facilities; provided, however, that Grantor shall not, without the prior written consent of Grantee, impound any water, change the ground elevation or grade of the Easement, plant any trees or shrubs upon, over or under the Easement, do or permit to be done any mining, quarrying, land leveling or other work or activity of any like or similar nature upon, over, or under the Easement, or excavate, construct, drill, install, erect or permit to be excavated, constructed, drilled, installed or erected on, over, or under the Easement any pipe, pit, well, foundation, building, roadways or other structure or obstruction, or installation or improvement.

Furthermore, Grantor shall not restrict Grantee's and/or Grantee's representatives' access to, from, or along and upon the Easement.

The consideration herein paid, the receipt of which Grantor hereby acknowledges, includes payment in full and settlement, in advance and to the full extent allowed by law, for all damages of every kind and character to that part of the Property included within the Easement, the Temporary Workspace and the Additional Temporary Workspace, as well as severance damages to the Property caused or to be caused by the construction of the Pipeline Facilities over, under, and across the Property.

Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the Pipeline Facilities shall at all times remain the property of the Grantee notwithstanding that the Pipeline Facilities may be annexed or affixed to the freehold or abandoned by Grantee.

This Agreement shall in no way transfer or convey to Grantee any interest in and to any oil, gas, or mineral rights associated with the Property, and all such rights are expressly reserved unto the Grantor.

Grantor represents and warrants title to the surface estate of the Property, that the Property is not encumbered by any lien or deed or trust that would preclude the granting of the Easement described herein, and that Grantor has full authority to grant said Easement.

The rights of Grantee herein may be sold, assigned, or leased in whole or in part, and the terms, conditions, and provisions of this Agreement are a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, personal representatives, successors, and assigns. This Agreement cannot be modified, except in writing signed by all parties hereto. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but which together shall be considered one and the same Agreement.

If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed to be severed herefrom, provided, however, that the remainder of this Agreement shall continue in full force and effect.

This Agreement, sets forth all of the grants, undertakings, conditions, agreements and considerations between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Facsimile signatures shall be considered binding.

This Agreement and all transactions and activities contemplated herein shall be governed by and construed in accordance with the laws of the State of North Dakota without regard to

principals of conflicts of law. In accordance with the laws of the State of North Dakota, this Easement is limited to a term of ninety-nine (99) years.

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first above written.

GRANTOR:

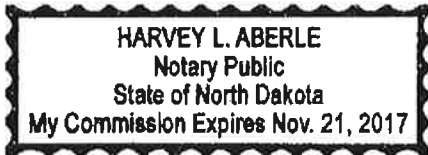
Calvin L Parrish
Calvin L Parrish

Nicole C. Parrish
Nicole C. Parrish, individually and as
Attorney-in-Fact for Janette C. Parrish

STATE OF NORTH DAKOTA)
)
COUNTY OF McKenzie)

On this 1st day of May, 2012, before me personally appeared **Calvin L. Parrish, husband of Janette C. Parrish**, known to me to be the person/persons named in and who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

(Seal)

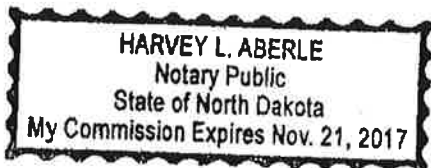


Harvey L. Aberle
Notary Public

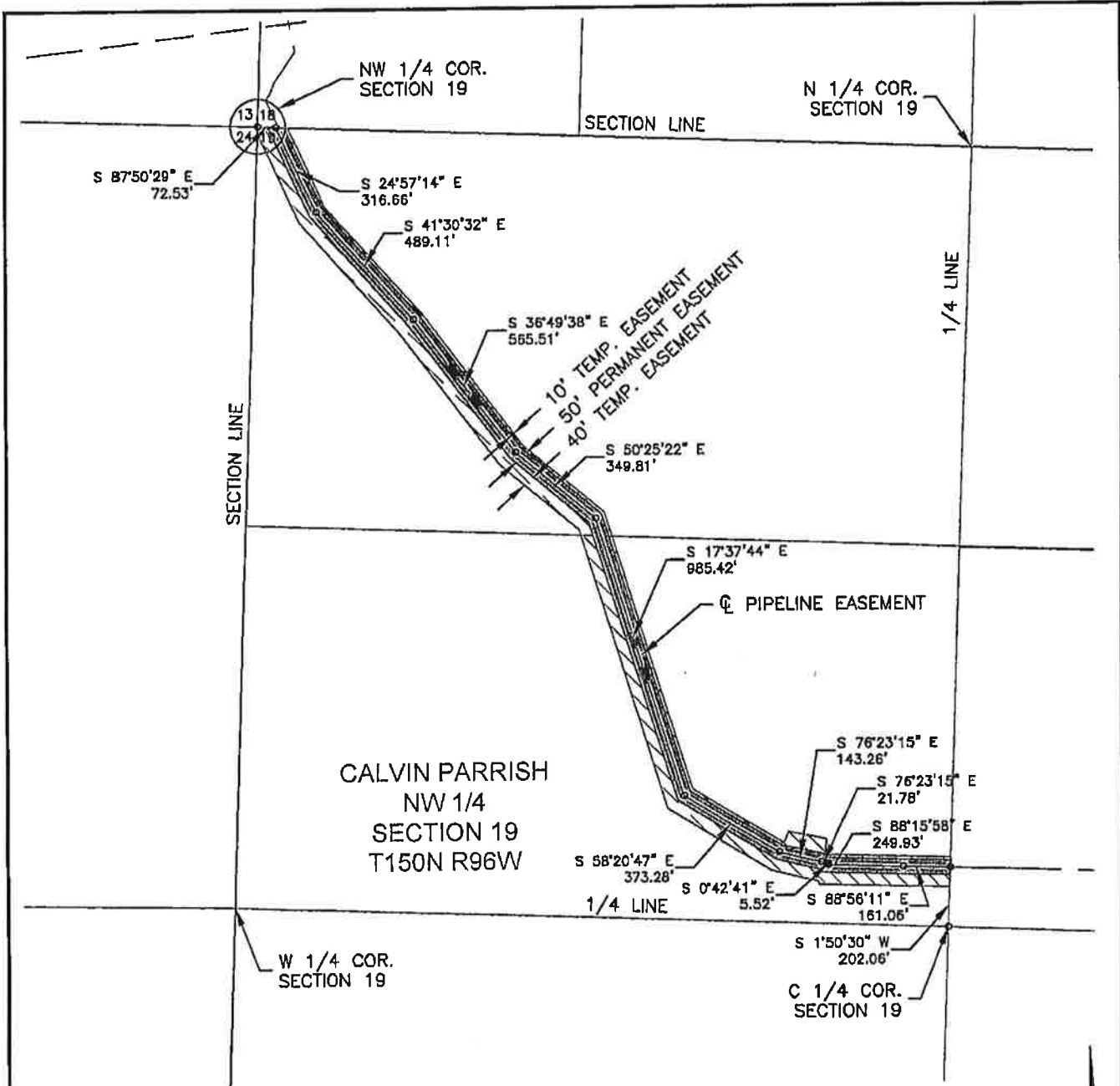
STATE OF NORTH DAKOTA)
)
COUNTY OF McKenzie)

On this 1st day of May, 2012, before me personally **Nicole C. Parrish, individually and as Attorney-in-Fact for Janette C. Parrish**, known to me to be the person/persons named in and who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

(Seal)

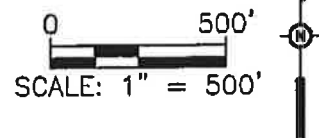


Harvey L. Aberle
Notary Public



CALVIN PARRISH
NW 1/4
SECTION 19
T150N R96W

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	4.20	3661.34	221.90
TEMPORARY	4.37	NA	NA



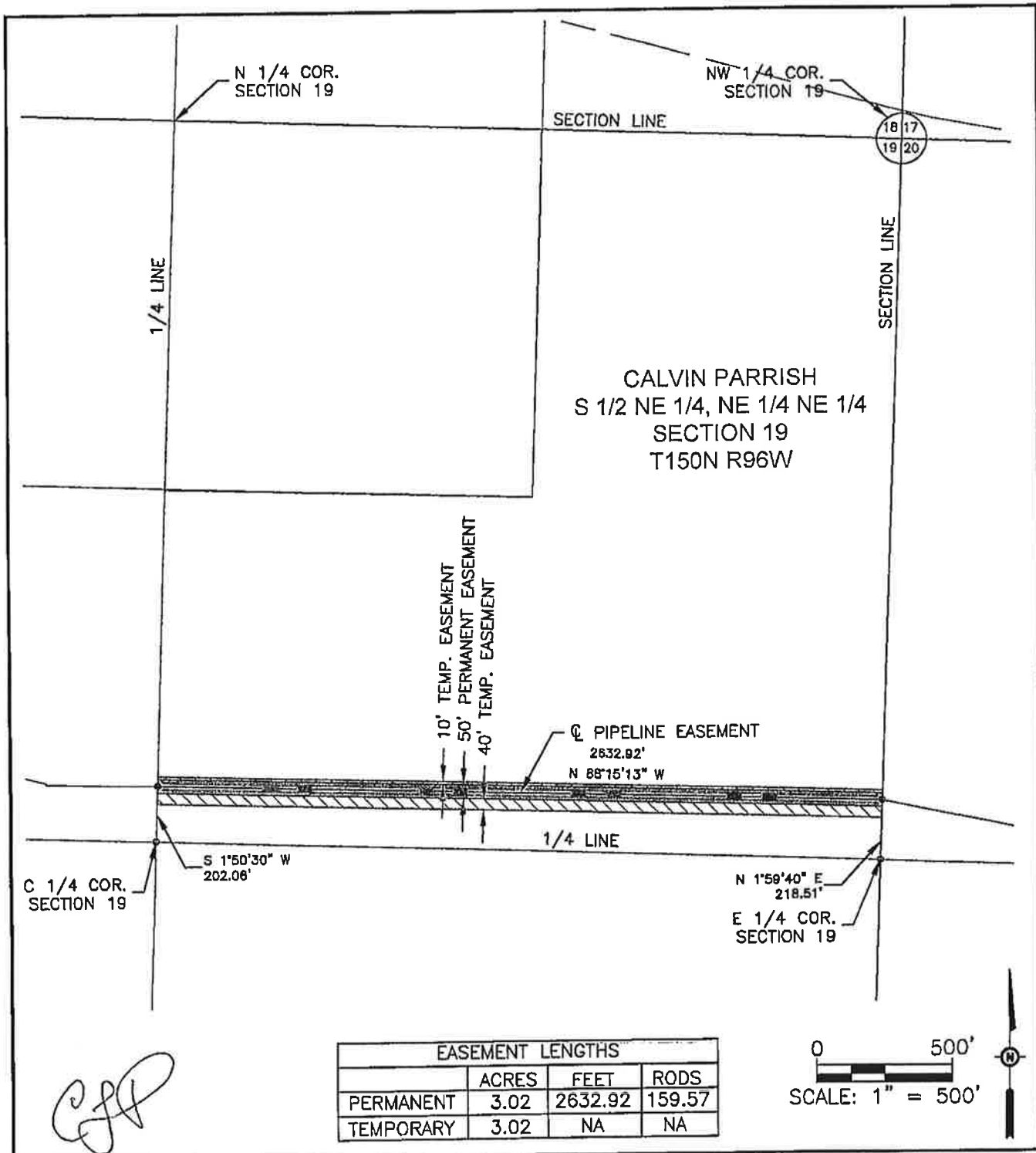
Handwritten signature

Prepared By:
BARTLETT & WEST
3456 E. Century Ave.
Bismarck, North Dakota 58503
701-258-1110
FAX 701-258-1111
www.bartwest.com

EXHIBIT A
EASEMENTS ON AND ACROSS
NW 1/4 SEC. 19, T150N R96W

DATE: 6/17/2013 SHEET: 1 OF 2

BAKKENLINK PIPELINE, LLC
NORTH DAKOTA OIL GATHERING SYSTEM



C 1/4 COR.
SECTION 19

S 1°50'30" W
202.06'

N 1°59'40" E
218.51'

E 1/4 COR.
SECTION 19

10' TEMP. EASEMENT
50' PERMANENT EASEMENT
40' TEMP. EASEMENT

PIPELINE EASEMENT
2632.92'
N 88°15'13" W

1/4 LINE

SECTION LINE

SECTION LINE

CALVIN PARRISH
S 1/2 NE 1/4, NE 1/4 NE 1/4
SECTION 19
T150N R96W

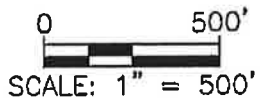
N 1/4 COR.
SECTION 19

NW 1/4 COR.
SECTION 19

18 17
19 20

Handwritten signature

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	3.02	2632.92	159.57
TEMPORARY	3.02	NA	NA



Prepared By:
BARTLETT & WEST
3456 E. Century Ave.
Bismarck, North Dakota 58503
701-258-1110
FAX 701-258-1111
www.bartwest.com

EXHIBIT A
EASEMENTS ON AND ACROSS
S1/2 NW1/4, NE1/4 NW1/4 SEC. 19, T150N R96W

DATE: 3/29/2012 SHEET: 2 OF 2

BAKKENLINK PIPELINE, LLC
NORTH DAKOTA OIL GATHERING SYSTEM

EXHIBIT B

PROPERTY

Township 150 North, Range 96 West of the 5th PM

**Section 19: Lots 1-2, NE1/4NW1/4, NW1/4NE1/4, SE1/4NW1/4,
S1/2NE1/4, NE1/4NE1/4**

Return to:
BAKKENLINK PIPELINE LLC
333 Clay Street,
Suite 4060
Houston, Texas 77002

Recorded on 07/23/12

STATE OF NORTH DAKOTA)
)
COUNTY OF MCKENZIE)

EASEMENT AGREEMENT

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on this 31 day of July, 2012, the undersigned **Royce Rolfson, Attorney-In-Fact for Maalfrid Kringlaak Ravin, a/k/a Maalfrid Kringlak Ravin, Gro Ravin, Runa Ravin Sostrand, f/k/a Runa Ravin and Hilde Ravin Hansen, a/k/a Hilda Ravin Hansen**, whose address is Box 1125, Watford City, ND 58854, (hereinafter referred to as "Grantor," whether one or more), being the owner(s) of, or having an interest in, land situated in the County of **McKenzie**, State of North Dakota, more fully described below, do(es) hereby grant, bargain, sell, and convey to **BAKKENLINK PIPELINE LLC**, a Delaware limited liability company, whose address is 333 Clay Street, Suite 4060, Houston, Texas 77002, and its successors and assigns (hereinafter collectively referred to as "Grantee"), the exclusive right, privilege and easement on, under, across and through a strip of land, the location of which is set forth in Exhibit A (hereinafter referred to as the "Easement"), attached hereto and made a part hereof, to survey, clear brush and obstructions, construct, reconstruct, entrench, operate, protect, monitor, maintain, inspect, test, repair, replace, renew, modify, increase and/or decrease the capacity of, abandon-in-place, remove and/or relay pipeline, as well as all related facilities and appurtenances, below ground, including but not limited to, conduit(s) for the transmission of communication signals, valves, fittings, metering equipment, corrosion control devices, wires,

cables, pipeline markers, fences, electrical lines and other appurtenances as may be necessary or convenient for the gathering or transportation of crude oil (hereinafter collectively referred to as the "Pipeline Facilities"), along with the right of ingress and egress in, on, over, under, or through certain land of the Grantor described in Exhibit B (hereinafter referred to as the "Property"), attached hereto and made a part hereof, together with the right to utilize, during original construction of the Pipeline Facilities installed hereunder, additional lands denoted as "Temporary Workspace" and "Additional Temporary Workspace," as more particularly described in Exhibit A.

The Easement, as more particularly described in Exhibit A, shall be a continuous strip of land fifty (50) feet in width. Grantor hereby requires Grantee to supplement Exhibit A by filing an actual plat of the Pipeline Facilities installed hereunder; however, in no event shall the location of the Easement materially change from the location shown on the attached Exhibit A without written consent of Grantor. Grantor agrees, however, to cooperate and execute all required future documents, including but not limited to, a confirmation and re-grant of this Agreement if required for recording purposes to describe and establish the Easement for the "as built" location of the Pipeline Facilities installed hereunder, along with all professional land surveys, in a form acceptable to the parties for lawful recording of this Agreement.

After Grantee completes the initial construction and installation of the Pipeline Facilities installed hereunder, the right to use the Temporary Workspace and Additional Temporary Workspace identified in Exhibit A shall revert back to the Grantor; however, in the event Grantee reasonably determines that it is necessary to temporarily use land adjacent to the Easement in order to exercise the rights granted herein subsequent to construction of the Pipeline Facilities installed hereunder, Grantor shall, upon receipt of reasonable consideration, allow Grantee to use such temporary workspace, temporarily.

Grantee shall return the surface of the Property to a condition reasonably similar to its condition immediately prior to construction of Pipeline Facilities provided for herein within a reasonable time after completion of construction of said Pipeline Facilities on the Property. Grantee agrees to restore any surface lands on the Property that have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction of any Pipeline Facilities, to the extent reasonably practicable. Grantee shall re-seed the Easement, Temporary Workspace and Additional Temporary Workspace, as well as any temporary workspace utilized subsequent to construction of the Pipeline Facilities installed hereunder, within a reasonable amount of time after Grantee completes construction of any Pipeline Facilities.

Grantor shall have the right to use, enjoy, cultivate, and occupy the land covered by the Easement for any purpose consistent with Grantee's rights under this Agreement that will not interfere with or endanger Grantee's Easement hereunder or the safe operation of the Pipeline Facilities; provided, however, that Grantor shall not, without the prior written consent of Grantee, impound any water, change the ground elevation or grade of the Easement, plant any trees or shrubs upon, over or under the Easement, do or permit to be done any mining, quarrying, land leveling or other work or activity of any like or similar nature upon, over, or under the Easement, or excavate, construct, drill, install, erect or permit to be excavated, constructed,

drilled, installed or erected on, over, or under the Easement any pipe, pit, well, foundation, building, roadways or other structure or obstruction, or installation or improvement. Furthermore, Grantor shall not restrict Grantee's and/or Grantee's representatives' access to, from, or along and upon the Easement.

Additional provisions may be found on Exhibit "C", attached hereto and incorporated herewith

The consideration herein paid, the receipt of which Grantor hereby acknowledges, includes payment in full and settlement, in advance and to the full extent allowed by law, for all ordinary damages to that part of the Property included within the Easement, the Temporary Workspace and the Additional Temporary Workspace, as well as severance damages to the Property caused or to be caused by the construction of the Pipeline Facilities over, under, and across the Property.

Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the Pipeline Facilities shall at all times remain the property of the Grantee notwithstanding that the Pipeline Facilities may be annexed or affixed to the freehold or abandoned by Grantee.

This Agreement shall in no way transfer or convey to Grantee any interest in and to any oil, gas, or mineral rights associated with the Property, and all such rights are expressly reserved unto the Grantor.

Grantor represents and warrants title to the surface estate of the Property, that the Property is not encumbered by any lien or deed or trust that would preclude the granting of the Easement described herein, and that Grantor has full authority to grant said Easement.

The rights of Grantee herein may be sold, assigned, or leased in whole or in part, and the terms, conditions, and provisions of this Agreement are a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, personal representatives, successors, and assigns. This Agreement cannot be modified, except in writing signed by all parties hereto. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but which together shall be considered one and the same Agreement.

If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed to be severed herefrom, provided, however, that the remainder of this Agreement shall continue in full force and effect.


This Agreement, sets forth all of the grants, undertakings, conditions, agreements and considerations between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Facsimile signatures shall be considered binding.

This Agreement and all transactions and activities contemplated herein shall be governed by and construed in accordance with the laws of the State of North Dakota without regard to principals of conflicts of law. In accordance with the laws of the State of North Dakota, this Easement is limited to a term of thirty (30) years.

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first above written.

GRANTOR:

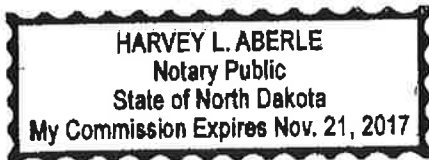


Royce Rolfson, Attorney-In-Fact for Maalfrid Kringlaak Ravin, a/k/a Maalfrid Kringlak Ravin, Gro Ravin, Runa Ravin Sostrand, f/k/a Runa Ravin and Hild Ravin Hansen, a/k/a Hilda Ravin Hansen

STATE OF NORTH DAKOTA)
)
COUNTY OF MCKENZIE)

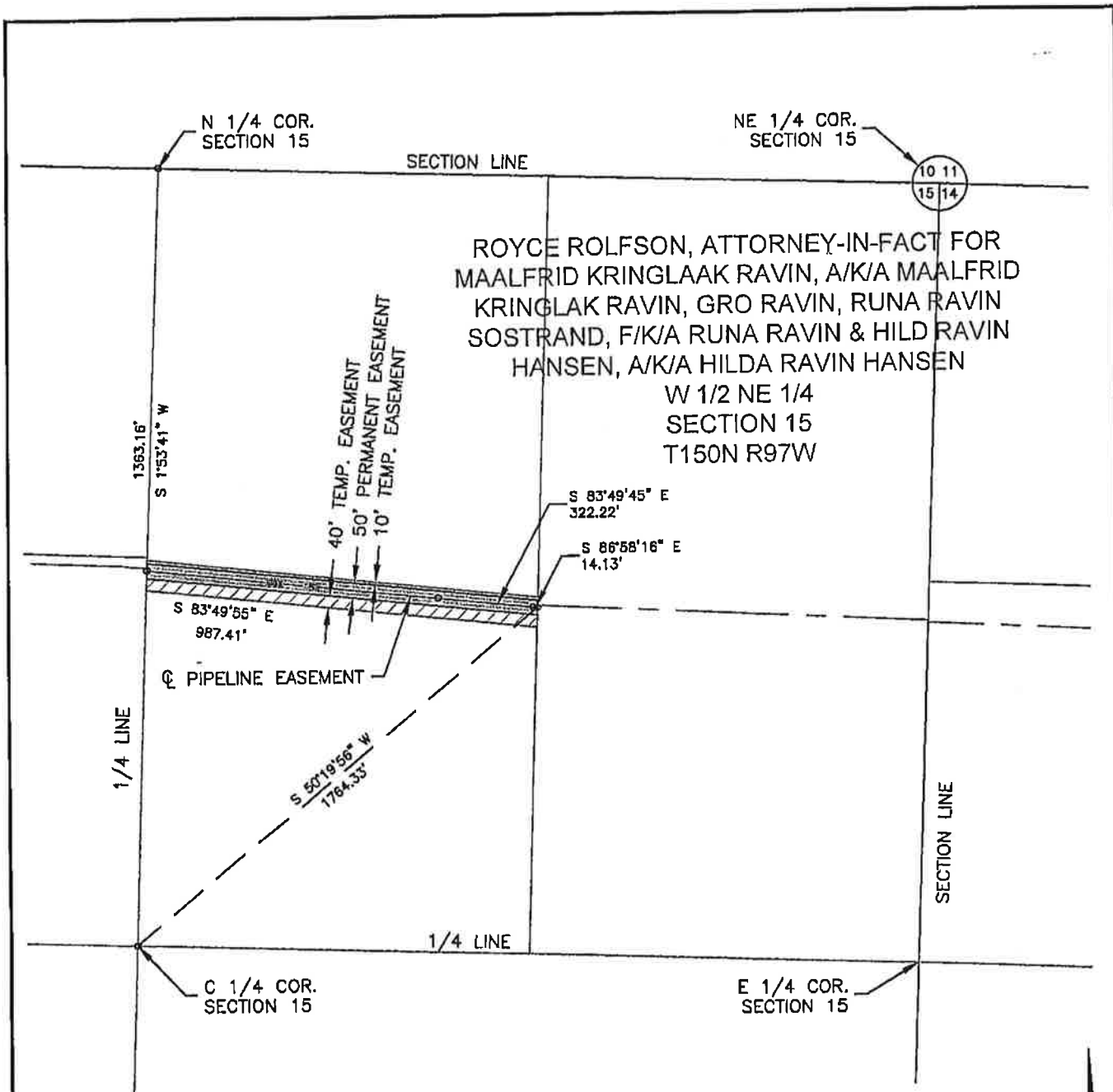
On this 31 day of July, 2012, before me personally appeared **Royce Rolfson**, known to me to be the person/persons named in and who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

(Seal)



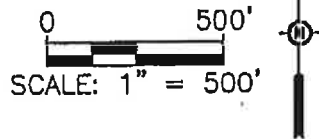


Notary Public



ROYCE ROLFSON, ATTORNEY-IN-FACT FOR
 MAALFRID KRINGLAAK RAVIN, A/K/A MAALFRID
 KRINGLAK RAVIN, GRO RAVIN, RUNA RAVIN
 SOSTRAND, F/K/A RUNA RAVIN & HILD RAVIN
 HANSEN, A/K/A HILDA RAVIN HANSEN
 W 1/2 NE 1/4
 SECTION 15
 T150N R97W

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	1.52	1323.76	80.23
TEMPORARY	1.52	NA	NA



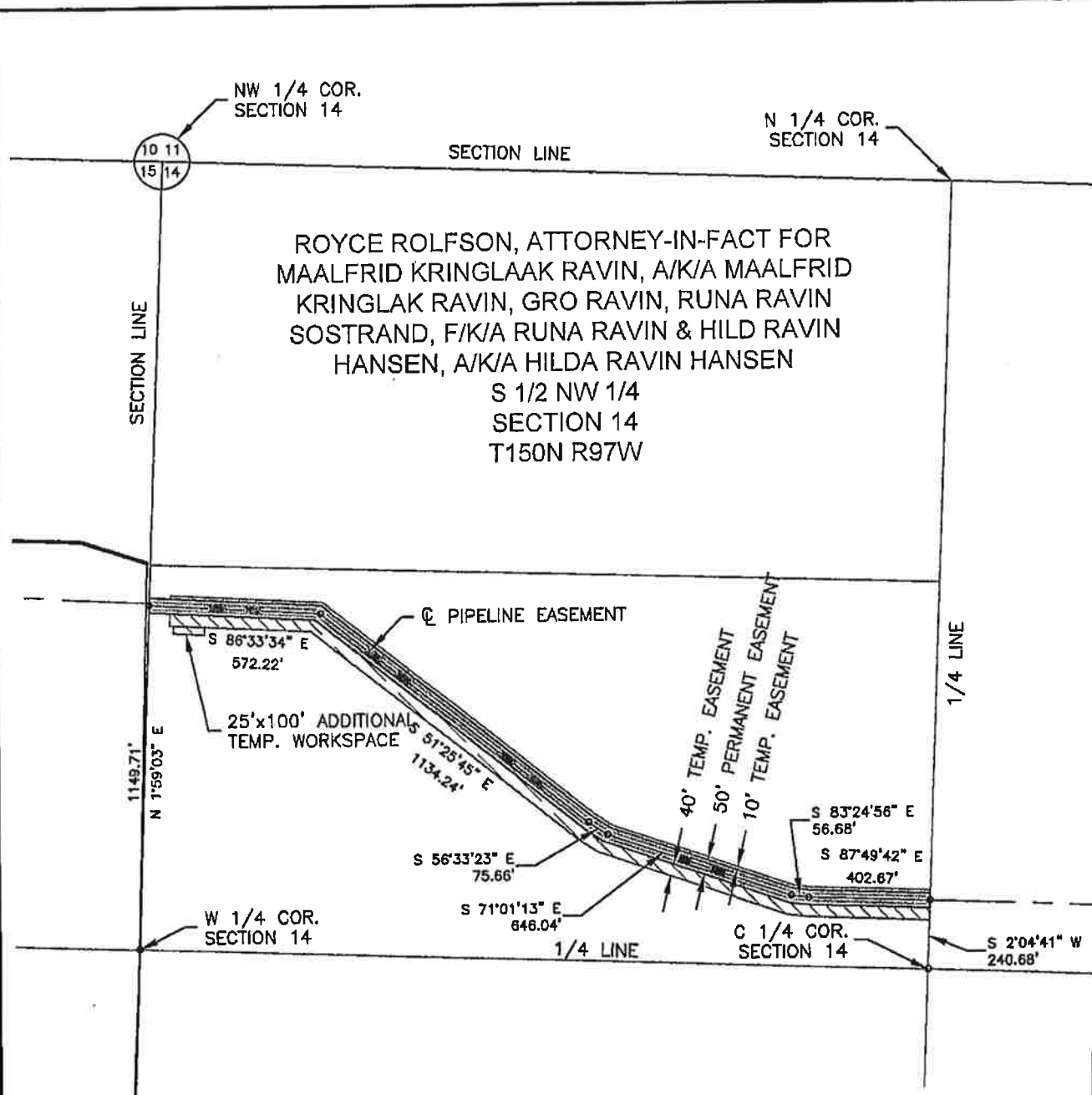
RLK 9-14-12
HJA 9-14-12

Prepared By:
BARTLETT & WEST
 3456 E. Century Ave.
 Bismarck, North Dakota 58503
 701-258-1110
 FAX 701-258-1111
 www.bartwest.com

EXHIBIT A
 EASEMENTS ON AND ACROSS THE
 W 1/2 NE 1/4 SEC. 15, T150N R97W

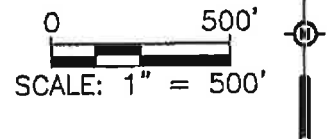
DATE: 8/21/2012 SHEET: 1 OF 4

BAKKENLINK PIPELINE, LLC
 NORTH DAKOTA OIL GATHERING SYSTEM



ALA
7-18-13

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	3.32	2887.52	175.00
TEMPORARY	3.27	NA	NA

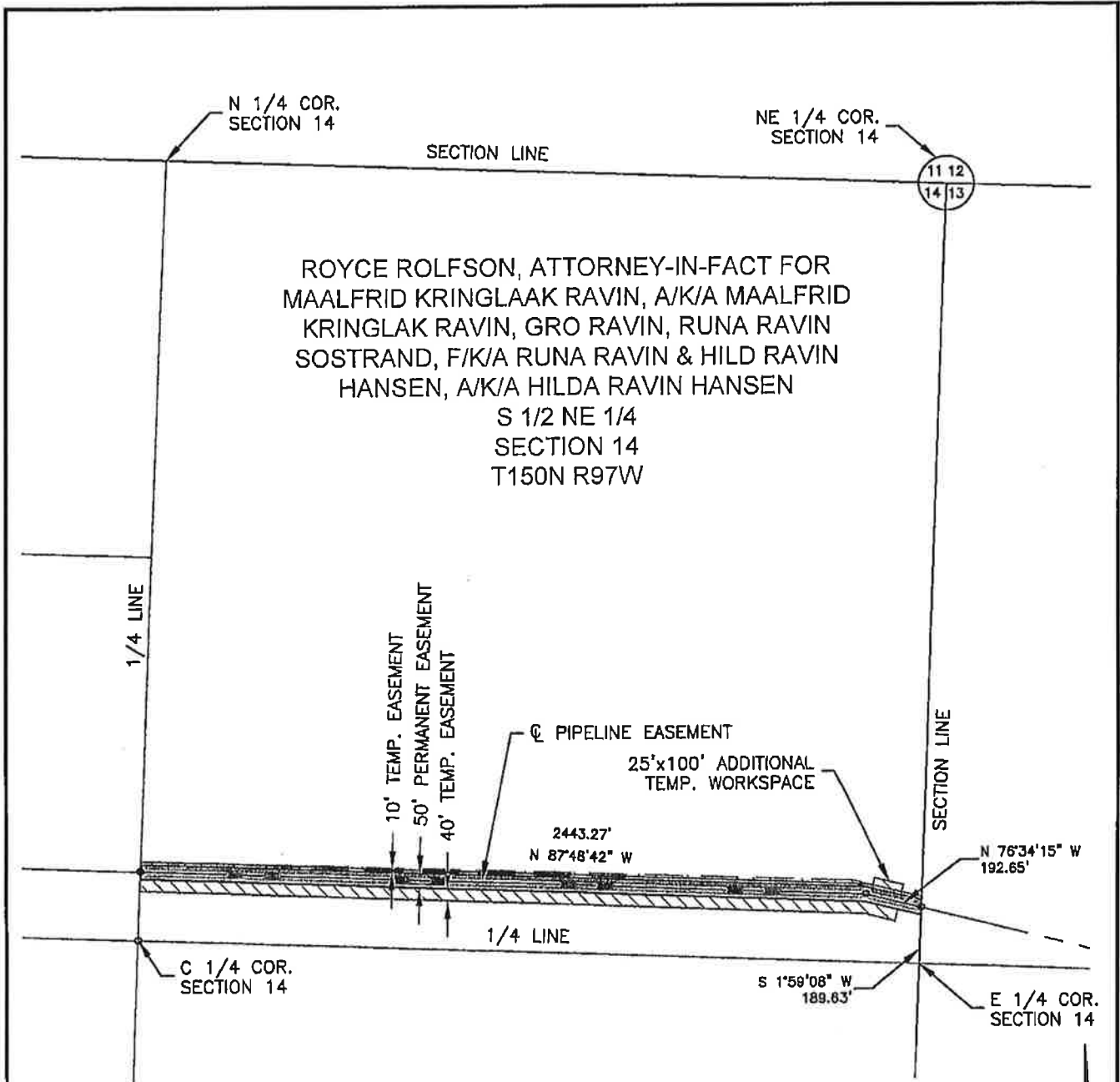


Prepared By:
BARTLETT & WEST
3456 E. Century Ave.
Bismarck, North Dakota 58503
701-258-1110
FAX 701-258-1111
www.bartwest.com

EXHIBIT A
EASEMENTS ON AND ACROSS THE
S1/2 NW1/4 SEC. 14, T150N R97W

DATE: 6/18/2013 SHEET: 2 OF 4

BAKKENLINK PIPELINE, LLC
NORTH DAKOTA OIL GATHERING SYSTEM



ROYCE ROLFSON, ATTORNEY-IN-FACT FOR
 MAALFRID KRINGLAAK RAVIN, A/K/A MAALFRID
 KRINGLAK RAVIN, GRO RAVIN, RUNA RAVIN
 SOSTRAND, F/K/A RUNA RAVIN & HILD RAVIN
 HANSEN, A/K/A HILDA RAVIN HANSEN
 S 1/2 NE 1/4
 SECTION 14
 T150N R97W

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	3.04	2635.92	159.75
TEMPORARY	2.98	NA	NA

0 500'
 SCALE: 1" = 500'

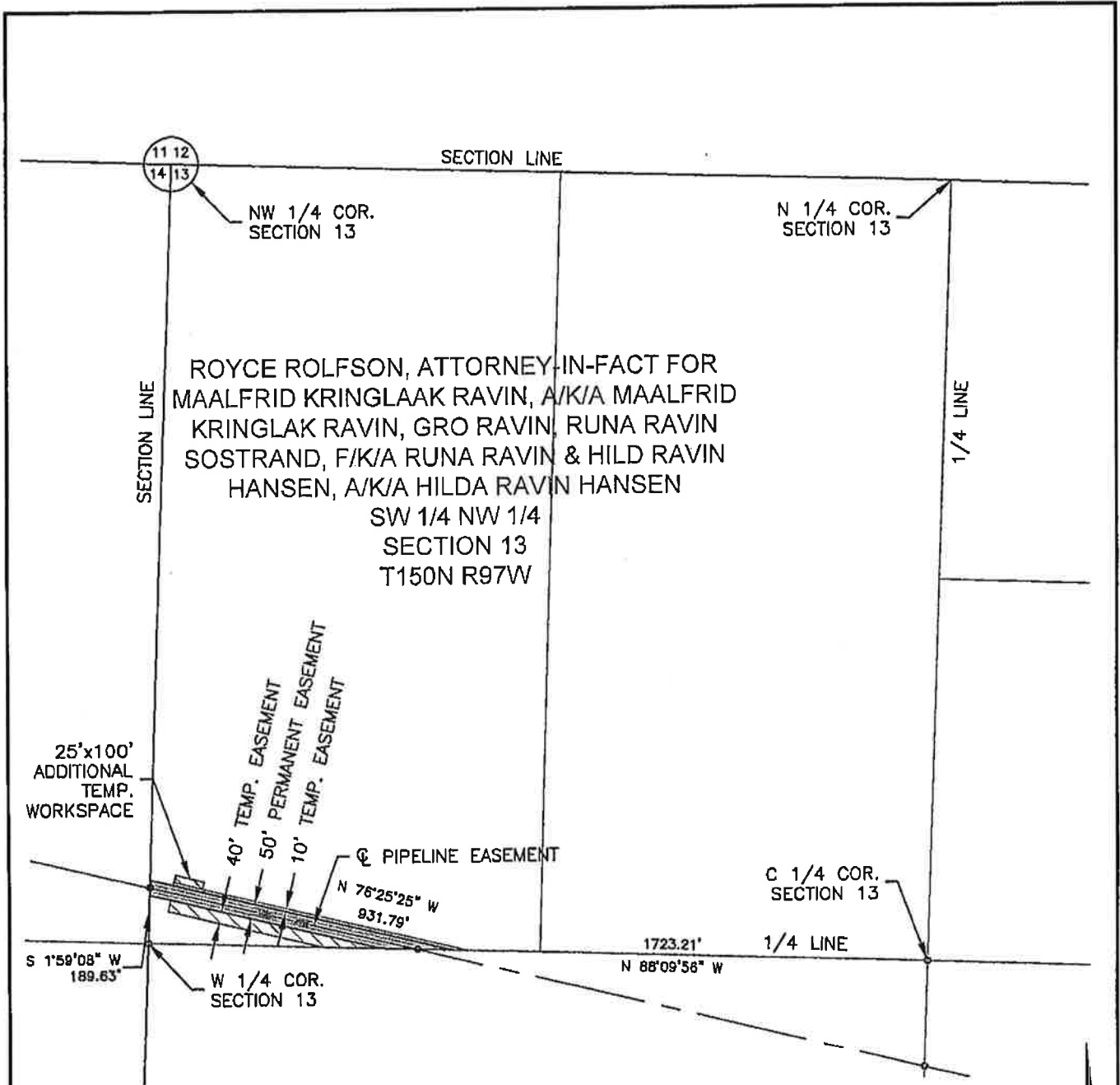
RWB
 7-18-13

Prepared By:
BARTLETT & WEST
 3456 E. Century Ave.
 Bismarck, North Dakota 58503
 701-258-1110
 FAX 701-258-1111
 www.bartwest.com

EXHIBIT A
 EASEMENTS ON AND ACROSS THE
 S 1/2 NE1/4 SEC. 14, T150N R97W

DATE: 6/18/2013 SHEET: 3 OF 4

BAKKENLINK PIPELINE, LLC
 NORTH DAKOTA OIL GATHERING SYSTEM



ROYCE ROLFSON, ATTORNEY-IN-FACT FOR
 MAALFRID KRINGLAAK RAVIN, A/K/A MAALFRID
 KRINGLAK RAVIN, GRO RAVIN, RUNA RAVIN
 SOSTRAND, F/K/A RUNA RAVIN & HILD RAVIN
 HANSEN, A/K/A HILDA RAVIN HANSEN
 SW 1/4 NW 1/4
 SECTION 13
 T150N R97W

25'x100'
 ADDITIONAL
 TEMP.
 WORKSPACE

40' TEMP. EASEMENT
 50' PERMANENT EASEMENT
 10' TEMP. EASEMENT

☉ PIPELINE EASEMENT

N 76°25'25" W
 931.79'

S 1°59'08" W
 189.63'

W 1/4 COR.
 SECTION 13

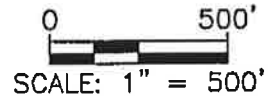
1723.21'
 N 88°09'56" W

C 1/4 COR.
 SECTION 13

1/4 LINE

D.L.A. 9-14-12
D.L.A. 9-14-12

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	1.07	931.79	56.47
TEMPORARY	0.87	NA	NA



Prepared By:
BARTLETT & WEST
 3456 E. Century Ave.
 Bismarck, North Dakota 58503
 701-258-1110
 FAX 701-258-1111
 www.bartwest.com

EXHIBIT A
 EASEMENTS ON AND ACROSS THE
 SW 1/4 NW1/4 SEC. 13, T150N R97W

DATE: 8/21/2012 SHEET: 4 OF 4

BAKKENLINK PIPELINE, LLC
 NORTH DAKOTA OIL GATHERING SYSTEM

EXHIBIT B

PROPERTY

Township 150 North, Range 97 West of the 5th PM

Section 13: S/W1/4NW1/4

Section 14: S1/2NE1/4, S1/2NW1/4, N1/2SW1/4

Section 15: NE1/4NW1/4, W1/2NE1/4

**EXHIBIT C
TO
EASEMENT AGREEMENT**

THIS EXHIBIT is attached to and by reference made a part of the Easement Agreement dated July 31, 2012, by and between **MALFRID KRINGLAK RAVIN, a/k/a MAALFRID KRINGLAK RAVIN, GRO RAVIN, RUNA RAVIN SOSTRAND, f/k/a RUNA RAVIN and HILD RAVIN HANSEN, a/k/a HILDA RAVIN HANSEN** Grantor, and **BAKKENLINK PIPELINE LLC**, as Grantee, and covering the following land in **McKENZIE** County, **NORTH DAKOTA**, to-wit:

Township 150 North, Range 97 West of the 5th P.M.
Section 13: SW1/4NW1/4
Section 14: S1/2NE1/4, S1/2NW1/4, N1/2SW1/4
Section 15: NE1/4NW1/4, W1/2NE1/4

Notwithstanding the provisions of this Agreement to the contrary:

1. Wherever the term "Right of Way Agreement" or "Easement" is mentioned herein, it is intended to be one and the same as the Easement Agreement to which this Exhibit is attached.
2. In addition to the agreed upon consideration, Grantee shall pay for future damages to crops, grass or plants intended for hay, grass and any other damages which may occur as a result of entry upon the property and/or exercise of any rights granted in the Agreement.
3. Grantee shall indemnify and hold Grantor harmless from any claims made by any persons or entities for damages to persons or property or violation of any laws or regulations, including environmental, as a result of Grantee's activities on the land or the exercise by Grantee of any of the rights granted herein. Grantee's indemnification of Grantor shall include reimbursement of court costs and attorney fees which may arise and for which Grantor is obligated to pay as a result of any claims, demands, causes of action, or liability for damages, loss or injuries that arise out of Grantee's operations on the land.
4. Grantee further agrees to make a separate payment, the money of which shall not derive from any payment to Grantor as agreed for the easement, to Grantor's tenant for crop loss caused by Grantee whether crop loss occurs during installation of the pipeline or during subsequent work on or maintenance of the pipeline.
5. Grantee agrees that any consideration paid for this Right of Way Agreement does not compensate Grantor for any damages Grantor might suffer as a result of the negligence of Grantee resulting from Grantee's operations on the subject land, including entry upon the land and exercising any of the rights granted pursuant to this Right of Way Agreement.
6. All topsoil will be scraped and set to one side. Topsoil will be replaced after easement work has been completed. If the topsoil is not scraped to one side, topsoil will be hauled onto the easement to restore it to the original depth of topsoil. All rocks will be buried or disposed of following dirt work. Cropland will be cultivated following work and rocks re-packed. The subject

land will be restored by Grantee to as near original productivity and condition as reasonably possible after completion of work. Grantee agrees to replace all fences, terraces, contours and drainage ditches, and to pay any damages which may arise from the construction, maintenance and operation of said lines. All pipelines shall be buried no less than 48 inches below the surface.

7. Grantee shall perform any work requested by Grantor for the maintenance of the easement to ensure its condition does not adversely impact Grantor's use of the land and to ensure that the terms of this easement are met. This work includes, but is not limited to, filling pipeline trenches that have settled below original grade and contour or grass seeding that did not grow.

8. Grass land seeding at the easement area will be monitored yearly, for two years, by landowner until grass has been established to the same as its original state. Re-seeding will be completed yearly until a stand satisfactory to the landowner has been accomplished. Crop damage payment will be paid yearly by Grantee until a satisfactory stand has been accomplished.

9. During construction and until the ditch is filled, properly compacted and free of rocks, weeds on the easement will be controlled by Grantee through the growing season. Weeds will be monitored in grass land seeding until a grass stand has been established and crop land easement will be attended to by Grantee until a crop has been planted the following year. At no time will weeds overrun the easement and go to seed.

10. Seeding of grassland in the easement area will be seeded to a suitable grass mixture agreeable to the landowner at a suitable planting rate.

11. All fences and gates impacted are to be closed and/or fixed during easement work. They are to be repaired back to original or better state.

12. Grantee's access to and from the easement is limited to traveling over the width of the right of way as well as the ingress and egress area.

13. The length of this easement shall be for Thirty (30) years from the date of the document. If the pipeline is still being utilized at the Thirty (30) year period, the Grantor and Grantee or their heirs or assigns shall negotiate in good faith for a new easement.

14. Grantee agrees that it will not put any above-ground facilities on the easement.

15. Any confidentiality agreed to by Grantor does not limit Grantor from discussing those provisions with attorneys, accountants, bankers, financial advisors or other professionals hired by Grantor to advise him on issues that may arise from the Grantee's use of the land or payment of the money.

16. This easement is intended for One (1) and only One (1) pipeline. Grantee shall not allow salt water to pass through the pipeline.

17. If, after Two (2) years from the date below, no pipeline has been installed, this entire Agreement shall be terminated. This Easement shall terminate if for a period of 24 consecutive months the pipeline is not used to transport any product allowed by this easement. In the event the easement is terminated, Grantee shall file a release of record and the pipeline shall be cleaned and rendered safe for future dormancy or removed and land restored at expense of Grantee within 12

months of termination. Owner may elect to keep the pipeline at which time Grantee would have no further interest or liability therein.

18. Upon reasonable request, Grantee shall, construct and maintain temporary gates and or fences across or around, as applicable, any open construction trench within Grantee's Pipeline Easement during Grantee's construction and installation of pipeline so as to avoid interference with Grantor's livestock or that of Grantor's Lessee, if applicable, during said construction.

19. Grantee shall take all practicable steps to control and eliminate erosion and washouts caused by its operations upon the land. If significant erosion or washouts occur, Operator agrees to mitigate the affected area, within thirty (30) days of the occurrence, to the satisfaction of Grantor.


20. The plat or map shall be recorded with the easement. The map or plat may not alter the terms of the easement other than to provide the exact legal description of the easement. The route may not be altered or changed without the express written consent of Grantor. The actual location of the easement shall be placed on the property so as to cause the least interference with the land taking into consideration the possibility of future development after consultation with the Grantor.

21. Grantee shall provide to Grantor an as-constructed survey upon completion of the construction of the pipeline. This will be provided to Grantor within sixty (60) days of completion of construction.

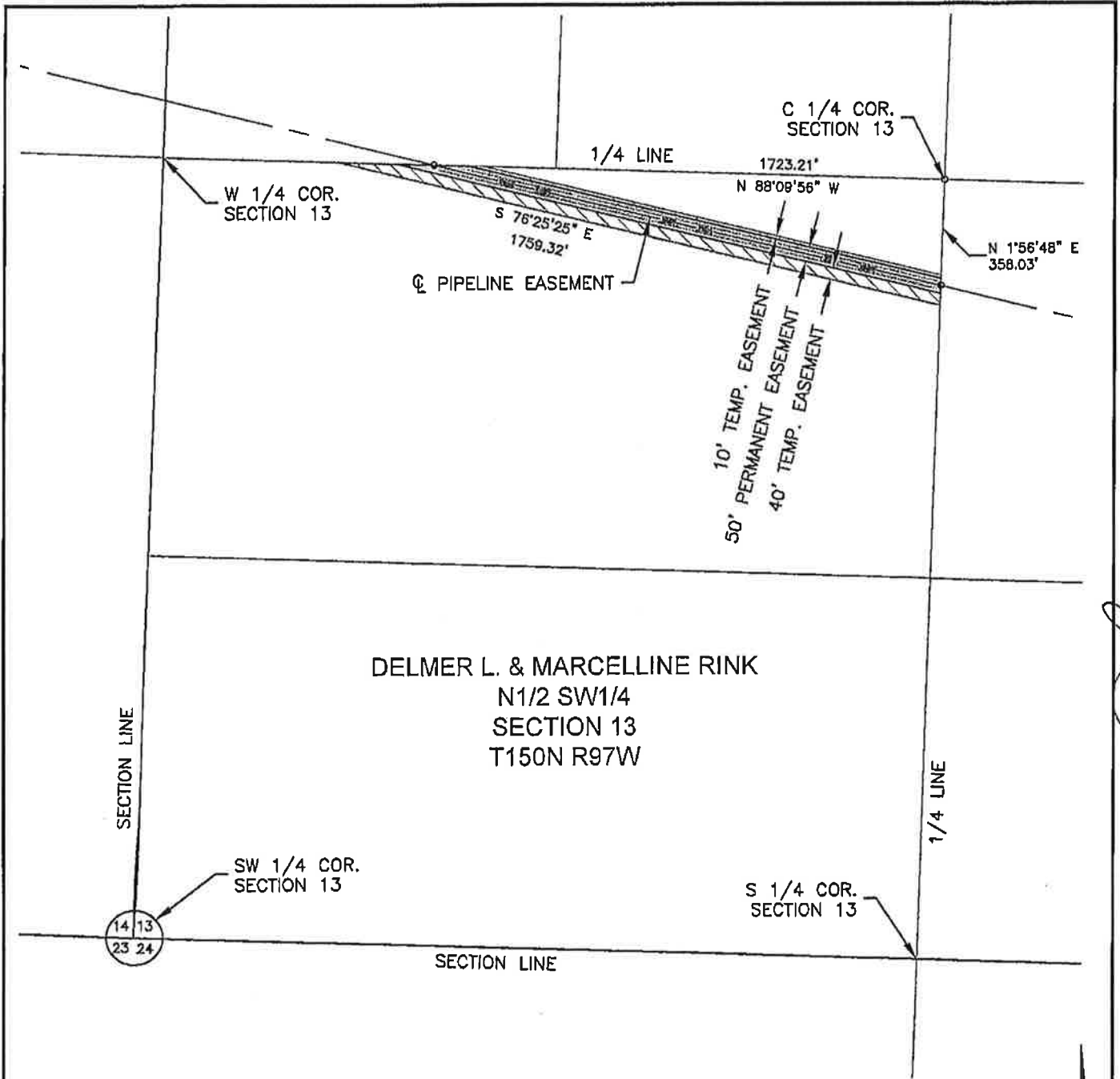
Dated this 31 day of July, 2012.

GRANTOR:
MALFRID KRINGLAK RAVIN

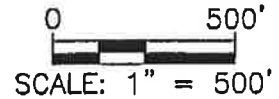
GRANTEE:
BAKKENLINK PIPELINE LLC


Royce Rolfsen, Attorney-In-Fact for Maalfrid Kringlaak Ravin, a/k/a Maalfrid Kringlak Ravin, Gro Ravin, Runa Ravin Sostrand, f/k/a Runa Ravin And Hild Ravin Hansen, a/k/a Hilda Ravin Hansen


Darren Snow V.P.



EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	2.02	1759.32	106.63
TEMPORARY	2.19	NA	NA



Prepared By:
BARTLETT & WEST
 3456 E. Century Ave.
 Bismarck, North Dakota 58503
 701-258-1110
 FAX 701-258-1111
 www.bartwest.com

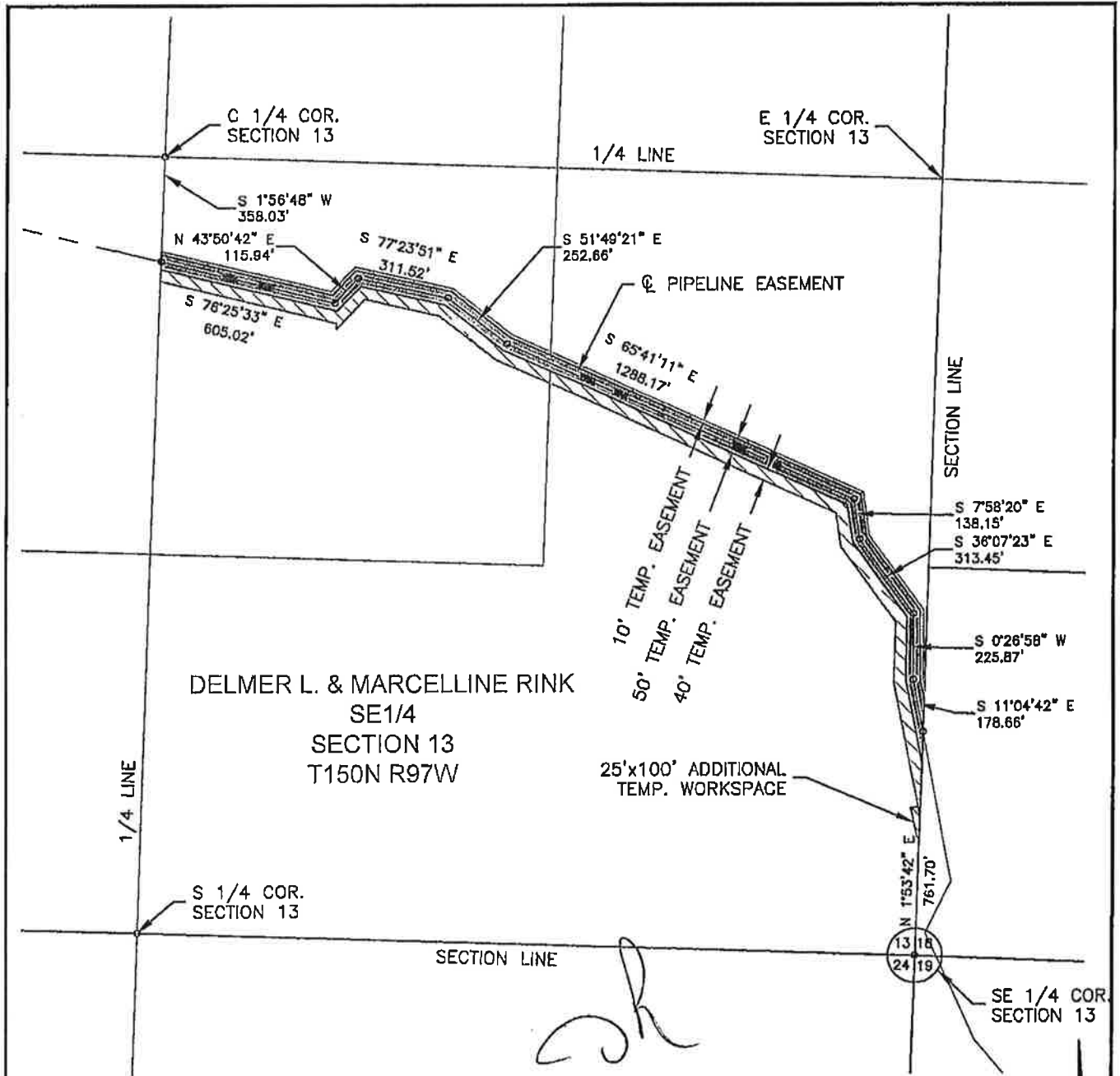
EXHIBIT A

EASEMENTS ON AND ACROSS THE
 N1/2 SW1/4 SEC. 13, T150N R97W

DATE: 8/8/2012	SHEET: 1 OF 3
----------------	---------------

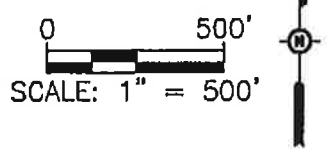
BAKKENLINK PIPELINE, LLC
 NORTH DAKOTA OIL GATHERING SYSTEM

Handwritten initials: BW



DELMER L. & MARCELLINE RINK
SE 1/4
SECTION 13
T150N R97W

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	3.91	3429.43	207.84
TEMPORARY	4.08	NA	NA

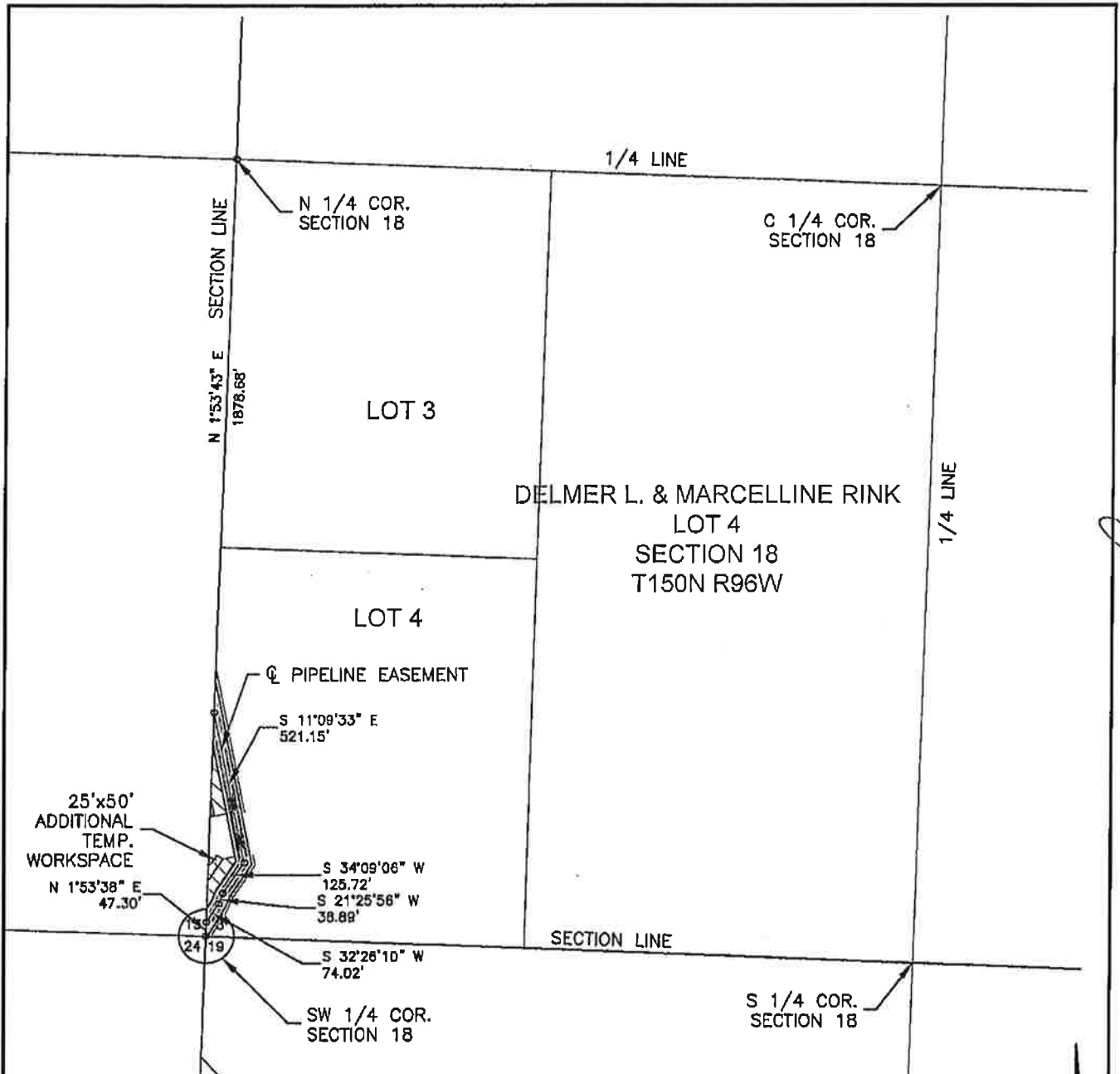


Prepared By:
BARTLETT & WEST
3456 E. Century Ave.
Bismarck, North Dakota 58503
701-258-1110
FAX 701-258-1111
www.bartwest.com

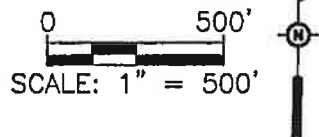
EXHIBIT A
EASEMENTS ON AND ACROSS THE
SE 1/4 SEC. 13, T150N R97W

DATE: 6/18/2013 SHEET: 2 OF 3

BAKKENLINK PIPELINE, LLC
NORTH DAKOTA OIL GATHERING SYSTEM



EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	0.88	759.78	46.05
TEMPORARY	0.51	NA	NA



Prepared By:
BARTLETT & WEST
 3456 E. Century Ave.
 Bismarck, North Dakota 58503
 701-258-1110
 FAX 701-258-1111
 www.bartwest.com

EXHIBIT A
 EASEMENTS ON AND ACROSS
 LOT 4 SEC. 18, T150N R96W

DATE: 8/8/2012	SHEET: 3 OF 3
----------------	---------------

BAKKENLINK PIPELINE, LLC
 NORTH DAKOTA OIL GATHERING SYSTEM

Handwritten initials/signature

Return to: BAKKENLINK PIPELINE LLC 333 Clay Street, Suite 4060 Houston, Texas 77002	<i>Records Office Use Only</i>
--	--------------------------------

STATE OF NORTH DAKOTA)
)
 COUNTY OF MCKENZIE)

EASEMENT AGREEMENT

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on this 21st day of February, 2012, the undersigned **Lemoine Dennis Hartel and Clarice Jewell Hartel**, whose address is 12042 Highway 23, Watford City, ND 58854, (hereinafter referred to as "Grantor," whether one or more), being the owner(s) of, or having an interest in, land situated in the County of **McKenzie**, State of North Dakota, more fully described below, do(es) hereby grant, bargain, sell, and convey to **BAKKENLINK PIPELINE LLC**, a Delaware limited liability company, whose address is 333 Clay Street, Suite 4060, Houston, Texas 77002, and its successors and assigns (hereinafter collectively referred to as "Grantee"), the exclusive right, privilege and easement on, under, across and through a strip of land, the location of which is set forth in Exhibit A (hereinafter referred to as the "Easement"), attached hereto and made a part hereof, to survey, clear brush and obstructions, construct, reconstruct, entrench, operate, protect, monitor, maintain, inspect, test, repair, replace, renew, modify, increase and/or decrease the capacity of, abandon-in-place, remove and/or relay pipeline, as well as all related facilities and appurtenances, whether above or below ground, including but not limited to, conduit(s) for the transmission of communication signals, valves, fittings, metering equipment, corrosion control devices, wires, cables, pipeline markers, fences, electrical lines and other appurtenances as may be necessary or convenient for the gathering or transportation of crude oil (hereinafter collectively referred to as the "Pipeline Facilities"), along with the right of ingress and egress in,

on, over, under, or through certain land of the Grantor described in Exhibit B (hereinafter referred to as the "Property"), attached hereto and made a part hereof, together with the right to utilize, during original construction of the Pipeline Facilities installed hereunder, additional lands denoted as "Temporary Workspace" and "Additional Temporary Workspace," as more particularly described in Exhibit A.

All above ground facilities and or Appurtenances other than necessary communication signals and pipeline markers required by law will be negotiated and approved by Grantor prior to installation.

The Easement, as more particularly described in Exhibit A, shall be a continuous strip of land fifty (25) feet in width. Grantor hereby authorizes Grantee to supplement Exhibit A by filing an actual plat of the Pipeline Facilities installed hereunder; however, in no event shall the location of the Easement materially change from the location shown on the attached Exhibit A without written consent of Grantor. Grantor agrees, however, to cooperate and execute all required future documents, including but not limited to, a confirmation and re-grant of this Agreement if required for recording purposes to describe and establish the Easement for the "as built" location of the Pipeline Facilities installed hereunder, along with all professional land surveys, in a form acceptable to the parties for lawful recording of this Agreement.

After Grantee completes the initial construction and installation of the Pipeline Facilities installed hereunder, the right to use the Temporary Workspace and Additional Temporary Workspace identified in Exhibit A shall revert back to the Grantor; however, in the event Grantee reasonably determines that it is necessary to temporarily use land adjacent to the Easement in order to exercise the rights granted herein subsequent to construction of the Pipeline Facilities installed hereunder, Grantor shall, upon receipt of reasonable consideration, allow Grantee to use such temporary workspace.

Grantee shall, to the extent reasonably practicable, return the surface of the Property to a condition reasonably similar to its condition immediately prior to construction of Pipeline Facilities provided for herein within a reasonable time after completion of construction of said Pipeline Facilities on the Property. Grantee agrees to restore any surface lands on the Property that have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction of any Pipeline Facilities, to the extent reasonably practicable. Grantee shall re-seed the Easement, Temporary Workspace and Additional Temporary Workspace, as well as any temporary workspace utilized subsequent to construction of the Pipeline Facilities installed hereunder, within a reasonable amount of time after Grantee completes construction of any Pipeline Facilities.

Grantor shall have the right to use, enjoy, cultivate, and occupy the land covered by the Easement for any purpose consistent with Grantee's rights under this Agreement that will not interfere with or endanger Grantee's Easement hereunder or the safe operation of the Pipeline Facilities; provided, however, that Grantor shall not, without the prior written consent of Grantee, impound any water, change the ground elevation or grade of the Easement, plant any trees or shrubs upon, over or under the Easement, do or permit to be done any mining, quarrying, land leveling or other work or activity of any like or similar nature upon, over, or under the

Easement, or excavate, construct, drill, install, erect or permit to be excavated, constructed, drilled, installed or erected on, over, or under the Easement any pipe, pit, well, foundation, building, roadways or other structure or obstruction, or installation or improvement. Furthermore, Grantor shall not restrict Grantee's and/or Grantee's representatives' access to, from, or along and upon the Easement.

The consideration herein paid, the receipt of which Grantor hereby acknowledges, includes payment in full and settlement, in advance and to the full extent allowed by law, for all damages of every kind and character to that part of the Property included within the Easement, the Temporary Workspace and the Additional Temporary Workspace, as well as severance damages to the Property caused or to be caused by the construction of the Pipeline Facilities over, under, and across the Property.

Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the Pipeline Facilities shall at all times remain the property of the Grantee notwithstanding that the Pipeline Facilities may be annexed or affixed to the freehold or abandoned by Grantee.

This Agreement shall in no way transfer or convey to Grantee any interest in and to any oil, gas, or mineral rights associated with the Property, and all such rights are expressly reserved unto the Grantor.

Grantor represents and warrants title to the surface estate of the Property, that the Property is not encumbered by any lien or deed or trust that would preclude the granting of the Easement described herein, and that Grantor has full authority to grant said Easement.

The rights of Grantee herein may be sold, assigned, or leased in whole or in part, and the terms, conditions, and provisions of this Agreement are a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, personal representatives, successors, and assigns. This Agreement cannot be modified, except in writing signed by all parties hereto. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but which together shall be considered one and the same Agreement.

If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed to be severed herefrom, provided, however, that the remainder of this Agreement shall continue in full force and effect.

This Agreement, sets forth all of the grants, undertakings, conditions, agreements and considerations between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Facsimile signatures shall be considered binding.

This Agreement and all transactions and activities contemplated herein shall be governed by and construed in accordance with the laws of the State of North Dakota without regard to principals of conflicts of law. In accordance with the laws of the State of North Dakota, this Easement is limited to a term of ninety-nine (99) years. If the pipeline is not in use for two consecutive years, the pipeline shall be considered abandoned and the easement shall be terminated.

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first above written.

GRANTOR:

Lemoine Dennis Hartel Clarice Jewell Hartel
Lemoine Dennis Hartel Clarice Jewell Hartel

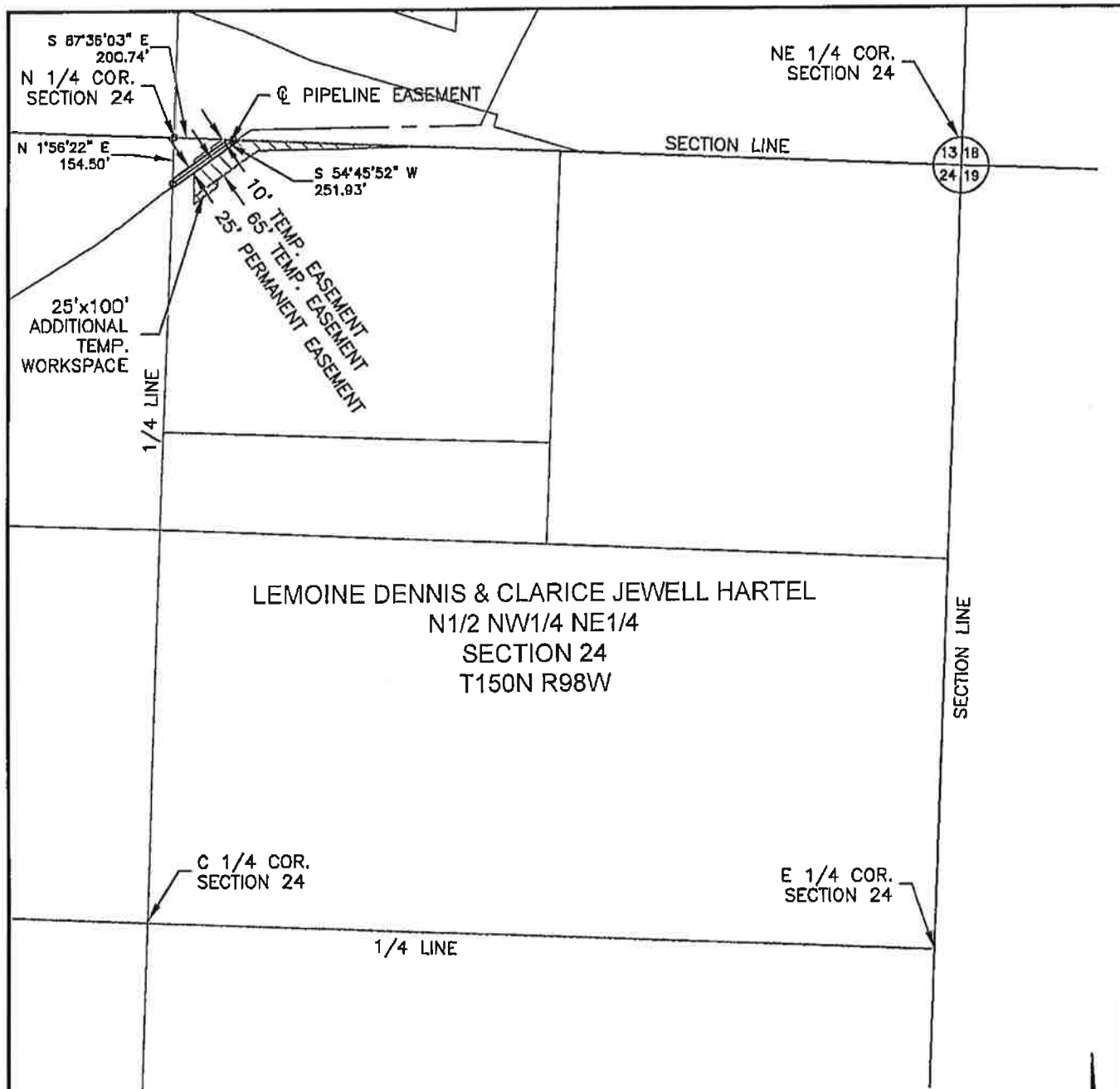
STATE OF NORTH DAKOTA)
)
COUNTY OF MCKENZIE)

On this 21st day of February, 2012, before me personally appeared **Lemoine Dennis Hartel and Clarice Jewell Hartel, husband and wife**, known to me to be the person/persons named in and who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

(Seal)

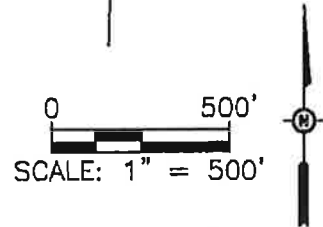


Barb Schantz
Notary Public



8-29-12 JJA
 8-29-12 JJA

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	0.14	251.93	15.27
TEMPORARY	0.64	NA	NA

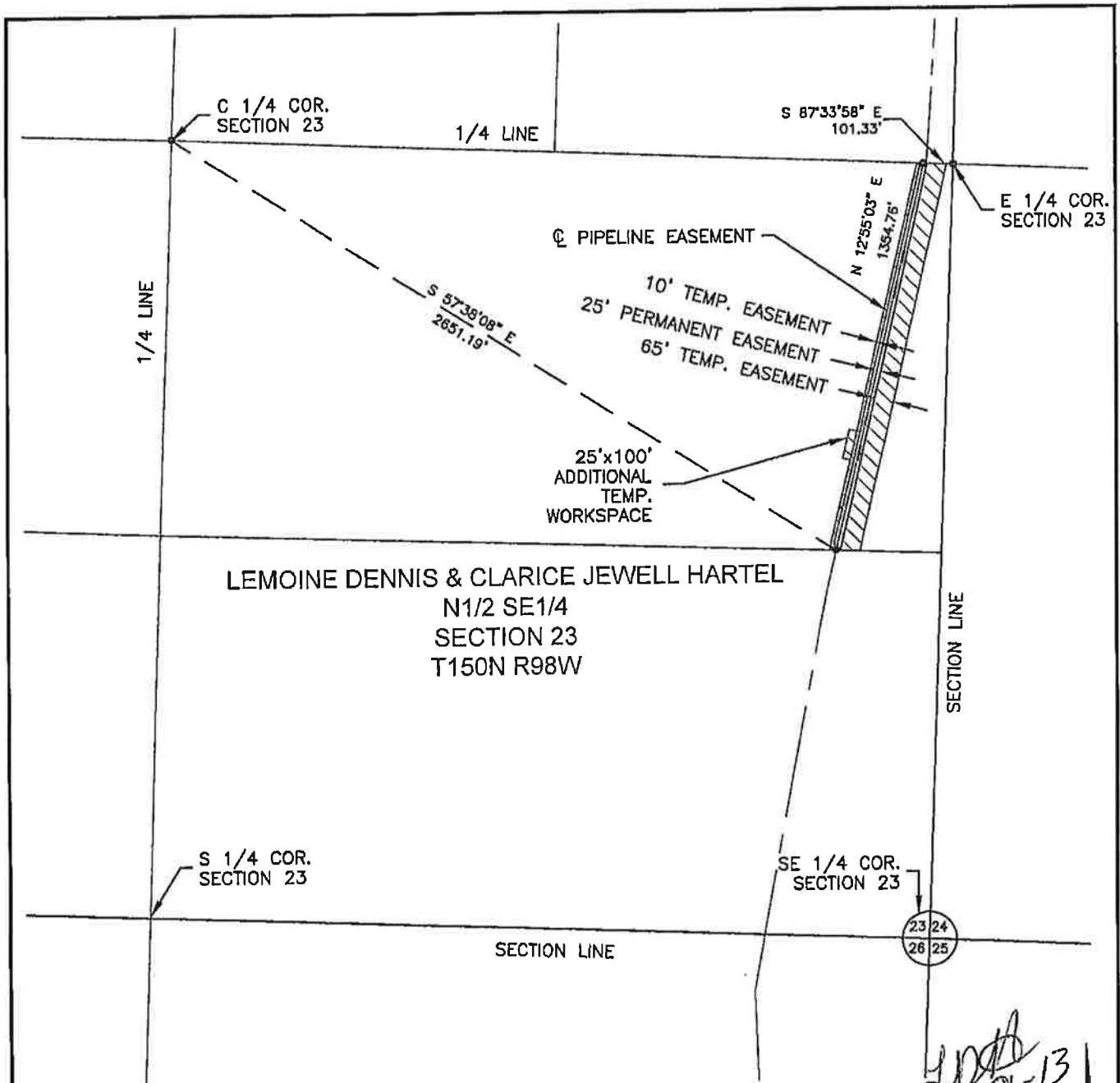


Prepared By:
BARTLETT & WEST
 3456 E. Century Ave.
 Bismarck, North Dakota 58503
 701-258-1110
 FAX 701-258-1111
 www.bartwest.com

EXHIBIT A
 EASEMENTS ON AND ACROSS THE
 N1/2 NW1/4 NE1/4 SEC. 24, T150N R98W

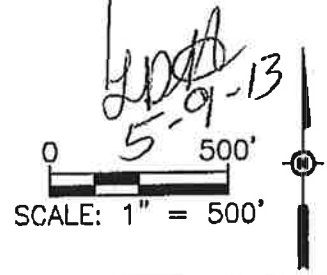
DATE: 8/21/2012 SHEET: 1 OF 2

BAKKENLINK PIPELINE, LLC
 NORTH DAKOTA OIL GATHERING SYSTEM



LEMOINE DENNIS & CLARICE JEWELL HARTEL
 N1/2 SE1/4
 SECTION 23
 T150N R98W

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	0.77	1354.76	82.16
TEMPORARY	2.37	NA	NA



Prepared By:
BARTLETT & WEST
 3456 E. Century Ave.
 Bismarck, North Dakota 58503
 701-258-1110
 FAX 701-258-1111
 www.bartwest.com

EXHIBIT A
 EASEMENTS ON AND ACROSS THE
 N1/2 SE1/4 SEC. 23, T150N R98W

DATE: 5/3/2013 SHEET: 2 OF 2

BAKKENLINK PIPELINE, LLC
 NORTH DAKOTA OIL GATHERING SYSTEM

EXHIBIT B

PROPERTY

Township 150 North, Range 98 West of the 5th PM

Section 23: N1/2SE1/4

Section 24: N1/2NW1/4NE1/4

on, over, under, or through certain land of the Grantor described in Exhibit B (hereinafter referred to as the "Property"), attached hereto and made a part hereof, together with the right to utilize, during original construction of the Pipeline Facilities installed hereunder, additional lands denoted as "Temporary Workspace" and "Additional Temporary Workspace," as more particularly described in Exhibit A.

All above ground facilities and or Appurtenances other than necessary communication signals and pipeline markers required by law will be negotiated and approved by Grantor prior to installation.

The Easement, as more particularly described in Exhibit A, shall be a continuous strip of land fifty (25) feet in width. Grantor hereby authorizes Grantee to supplement Exhibit A by filing an actual plat of the Pipeline Facilities installed hereunder; however, in no event shall the location of the Easement materially change from the location shown on the attached Exhibit A without written consent of Grantor. Grantor agrees, however, to cooperate and execute all required future documents, including but not limited to, a confirmation and re-grant of this Agreement if required for recording purposes to describe and establish the Easement for the "as built" location of the Pipeline Facilities installed hereunder, along with all professional land surveys, in a form acceptable to the parties for lawful recording of this Agreement.

After Grantee completes the initial construction and installation of the Pipeline Facilities installed hereunder, the right to use the Temporary Workspace and Additional Temporary Workspace identified in Exhibit A shall revert back to the Grantor; however, in the event Grantee reasonably determines that it is necessary to temporarily use land adjacent to the Easement in order to exercise the rights granted herein subsequent to construction of the Pipeline Facilities installed hereunder, Grantor shall, upon receipt of reasonable consideration, allow Grantee to use such temporary workspace.

Grantee shall, to the extent reasonably practicable, return the surface of the Property to a condition reasonably similar to its condition immediately prior to construction of Pipeline Facilities provided for herein within a reasonable time after completion of construction of said Pipeline Facilities on the Property. Grantee agrees to restore any surface lands on the Property that have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction of any Pipeline Facilities, to the extent reasonably practicable. Grantee shall re-seed the Easement, Temporary Workspace and Additional Temporary Workspace, as well as any temporary workspace utilized subsequent to construction of the Pipeline Facilities installed hereunder, within a reasonable amount of time after Grantee completes construction of any Pipeline Facilities.

Grantor shall have the right to use, enjoy, cultivate, and occupy the land covered by the Easement for any purpose consistent with Grantee's rights under this Agreement that will not interfere with or endanger Grantee's Easement hereunder or the safe operation of the Pipeline Facilities; provided, however, that Grantor shall not, without the prior written consent of Grantee, impound any water, change the ground elevation or grade of the Easement, plant any trees or shrubs upon, over or under the Easement, do or permit to be done any mining, quarrying, land leveling or other work or activity of any like or similar nature upon, over, or under the

Easement, or excavate, construct, drill, install, erect or permit to be excavated, constructed, drilled, installed or erected on, over, or under the Easement any pipe, pit, well, foundation, building, roadways or other structure or obstruction, or installation or improvement. Furthermore, Grantor shall not restrict Grantee's and/or Grantee's representatives' access to, from, or along and upon the Easement.

The consideration herein paid, the receipt of which Grantor hereby acknowledges, includes payment in full and settlement, in advance and to the full extent allowed by law, for all damages of every kind and character to that part of the Property included within the Easement, the Temporary Workspace and the Additional Temporary Workspace, as well as severance damages to the Property caused or to be caused by the construction of the Pipeline Facilities over, under, and across the Property.

Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the Pipeline Facilities shall at all times remain the property of the Grantee notwithstanding that the Pipeline Facilities may be annexed or affixed to the freehold or abandoned by Grantee.

This Agreement shall in no way transfer or convey to Grantee any interest in and to any oil, gas, or mineral rights associated with the Property, and all such rights are expressly reserved unto the Grantor.

Grantor represents and warrants title to the surface estate of the Property, that the Property is not encumbered by any lien or deed or trust that would preclude the granting of the Easement described herein, and that Grantor has full authority to grant said Easement.

The rights of Grantee herein may be sold, assigned, or leased in whole or in part, and the terms, conditions, and provisions of this Agreement are a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, personal representatives, successors, and assigns. This Agreement cannot be modified, except in writing signed by all parties hereto. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but which together shall be considered one and the same Agreement.

If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed to be severed herefrom, provided, however, that the remainder of this Agreement shall continue in full force and effect.

This Agreement, sets forth all of the grants, undertakings, conditions, agreements and considerations between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Facsimile signatures shall be considered binding.

This Agreement and all transactions and activities contemplated herein shall be governed by and construed in accordance with the laws of the State of North Dakota without regard to principals of conflicts of law. In accordance with the laws of the State of North Dakota, this Easement is limited to a term of ninety-nine (99) years. If the pipeline is not in use for two consecutive years, the pipeline shall be considered abandoned and the easement shall be terminated.

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first above written.

GRANTOR:

LeMoine Dennis Hartel
LeMoine Dennis Hartel

Clarice Jewell Hartel
Clarice Jewell Hartel

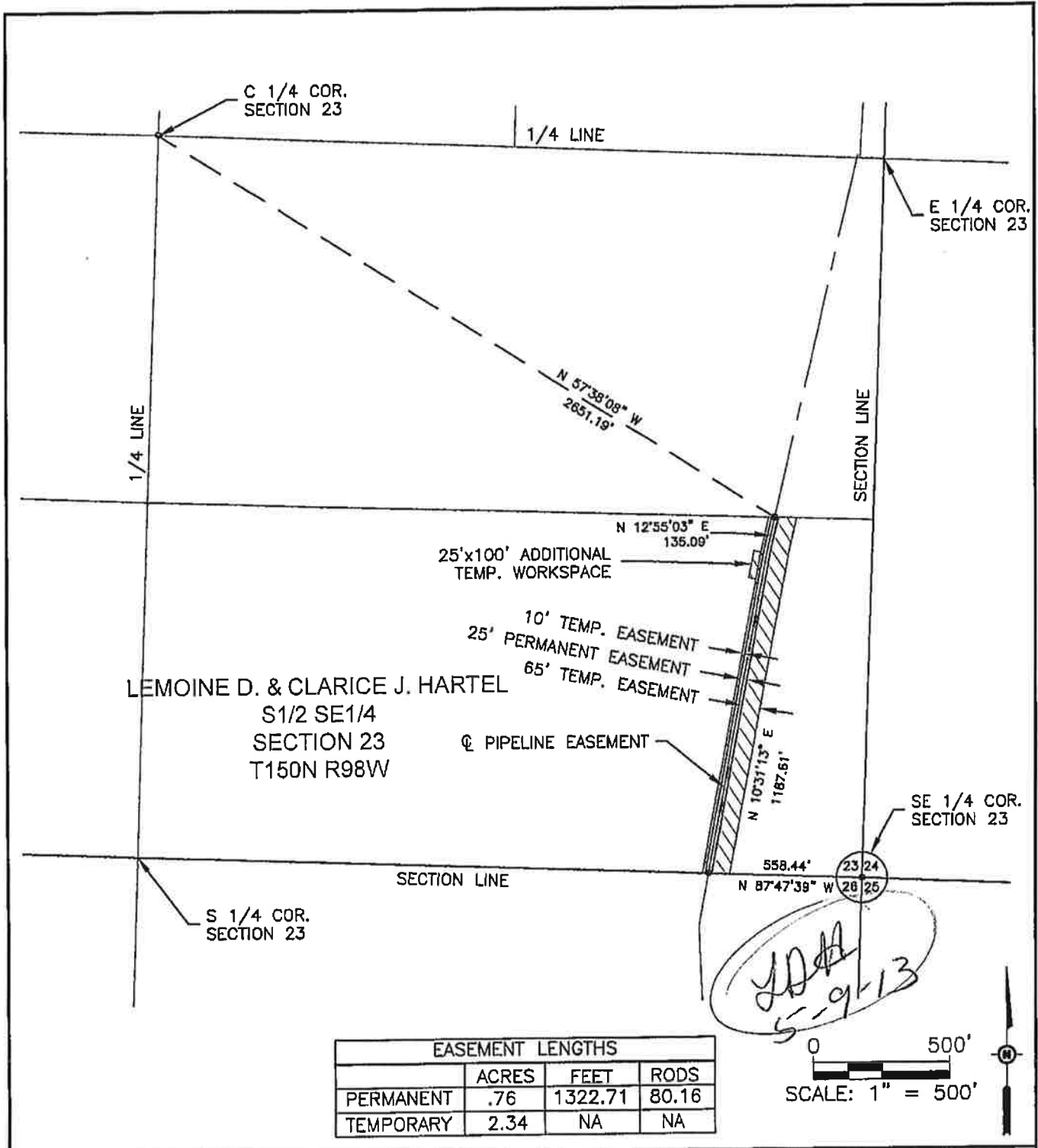
STATE OF NORTH DAKOTA)
)
COUNTY OF MCKENZIE)

On this 2nd day of May, 2012, before me personally appeared **LeMoine Dennis Hartel and Clarice Jewell Hartel, husband and wife**, known to me to be the person/persons named in and who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

(Seal)



Barb Schantz
Notary Public



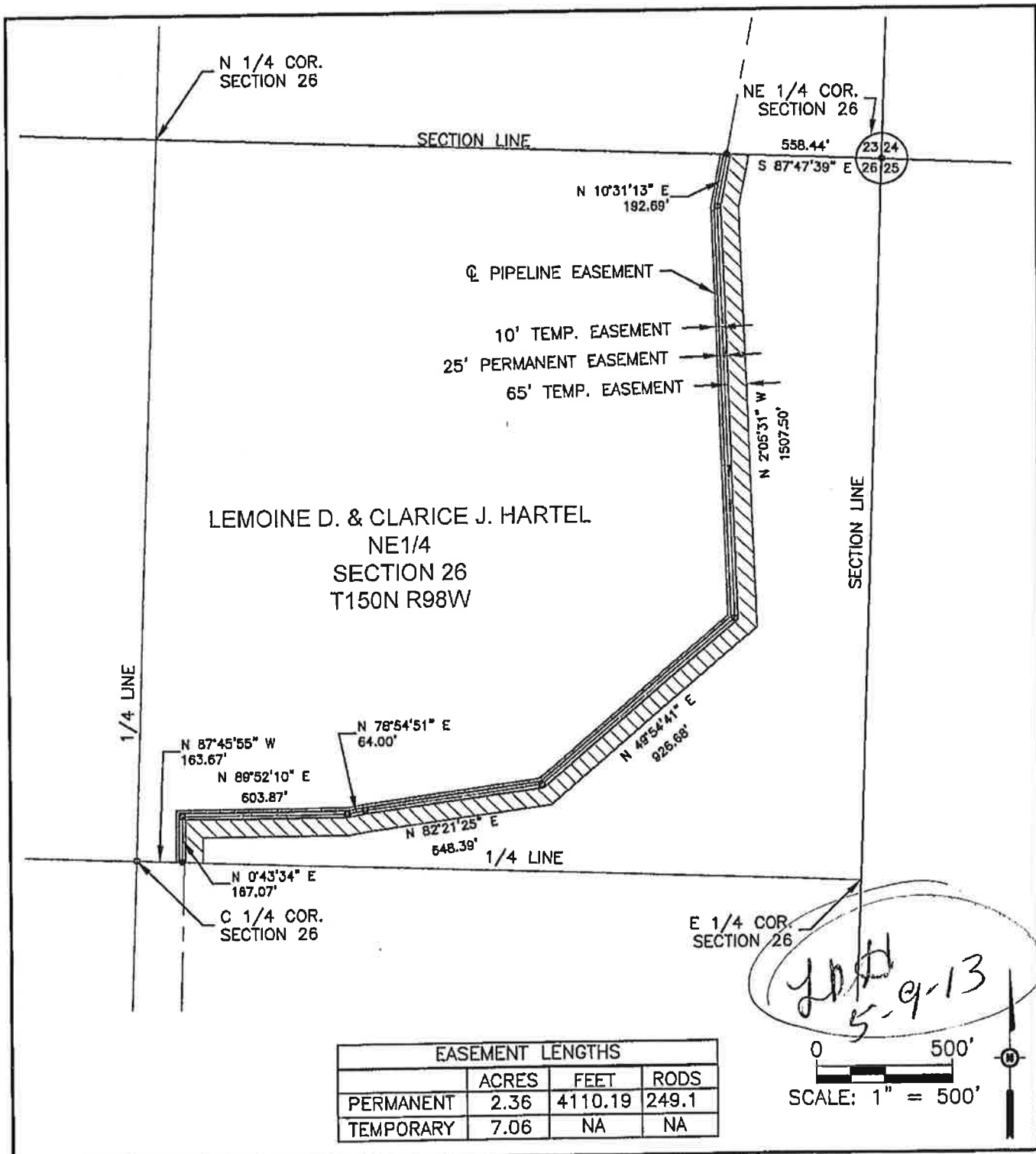
Prepared By:
BARTLETT & WEST
 3456 E. Century Ave.
 Bismarck, North Dakota 58503
 701-258-1110
 FAX 701-258-1111
 www.bartwest.com

EXHIBIT A

**EASEMENTS ON AND ACROSS THE
 S1/2 SE1/4 SEC. 23, T150N R98W**

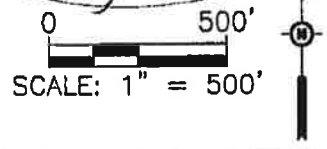
DATE: 5/3/2013 SHEET: 1 OF 2

BAKKENLINK PIPELINE, LLC
 NORTH DAKOTA OIL GATHERING SYSTEM



LEMOINE D. & CLARICE J. HARTEL
 NE1/4
 SECTION 26
 T150N R98W

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	2.36	4110.19	249.1
TEMPORARY	7.06	NA	NA



Prepared By:
BARTLETT & WEST
 3456 E. Century Ave.
 Bismarck, North Dakota 58503
 701-258-1110
 FAX 701-258-1111
 www.bartwest.com

EXHIBIT A
 EASEMENTS ON AND ACROSS THE
 NE1/4 SEC. 26, T150N R98W

DATE: 5/1/2013	SHEET: 2 OF 2
----------------	---------------

BAKKENLINK PIPELINE, LLC
 NORTH DAKOTA OIL GATHERING SYSTEM

EXHIBIT B

PROPERTY

Township 150 North, Range 98 West of the 5th PM
Section 23: S1/2SE1/4
Section 26: NE1/4

<p>Return to: BAKKENLINK PIPELINE LLC 333 Clay Street, Suite 4060 Houston, Texas 77002</p>	<p><i>(Faint, illegible text)</i></p>
--	---------------------------------------

STATE OF NORTH DAKOTA)
)
 COUNTY OF MCKENZIE)

EASEMENT AGREEMENT

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on this 19 day of MAY, 2012, the undersigned **Leonard W. Hoffmann and Margaret A. Hoffmann as Trustees of the Hoffmann Living Trust, dated March 8, 2002**, whose address is 27755 Thomas Avenue, Webster, MN 55088, (hereinafter referred to as "Grantor," whether one or more), being the owner(s) of, or having an interest in, land situated in the County of McKenzie, State of North Dakota, more fully described below, do(es) hereby grant, bargain, sell, and convey to **BAKKENLINK PIPELINE LLC**, a Delaware limited liability company, whose address is 333 Clay Street, Suite 4060, Houston, Texas 77002, and its successors and assigns (hereinafter collectively referred to as "Grantee"), the exclusive right, privilege and easement on, under, across and through a strip of land, the location of which is set forth in Exhibit A (hereinafter referred to as the "Easement"), attached hereto and made a part hereof, to survey, clear brush and obstructions, construct, reconstruct, entrench, operate, protect, monitor, maintain, inspect, test, repair, replace, renew, modify, increase and/or decrease the capacity of, abandon-in-place, remove and/or relay one (1) twelve inch (12") steel pipeline, as well as all related facilities and appurtenances, whether above or below ground, including but not limited to, conduit(s) for the transmission of communication signals, valves, fittings, metering equipment, corrosion control devices, wires, cables, pipeline markers, fences, electrical lines and other appurtenances as may be necessary or convenient for the gathering or transportation of crude oil

(hereinafter collectively referred to as the "Pipeline Facilities"), along with the right of ingress and egress in, on, over, under, or through certain land of the Grantor described in Exhibit B (hereinafter referred to as the "Property"), attached hereto and made a part hereof, together with the right to utilize, during original construction of the Pipeline Facilities installed hereunder, additional lands denoted as "Temporary Workspace" and "Additional Temporary Workspace," as more particularly described in Exhibit A.

The Easement, as more particularly described in Exhibit A, shall be a continuous strip of land thirty (30) feet in width. Grantor hereby authorizes Grantee to supplement Exhibit A by filing an actual plat of the Pipeline Facilities installed hereunder; however, in no event shall the location of the Easement materially change from the location shown on the attached Exhibit A without written consent of Grantor. Grantor agrees, however, to cooperate and execute all required future documents, including but not limited to, a confirmation and re-grant of this Agreement if required for recording purposes to describe and establish the Easement for the "as built" location of the Pipeline Facilities installed hereunder, along with all professional land surveys, in a form acceptable to the parties for lawful recording of this Agreement.

After Grantee completes the initial construction and installation of the Pipeline Facilities installed hereunder, the right to use the Temporary Workspace and Additional Temporary Workspace identified in Exhibit A shall revert back to the Grantor; however, in the event Grantee reasonably determines that it is necessary to temporarily use land adjacent to the Easement in order to exercise the rights granted herein subsequent to construction of the Pipeline Facilities installed hereunder, Grantor shall, upon receipt of reasonable consideration, allow Grantee to use such temporary workspace.

Grantee shall, to the extent reasonably practicable, return the surface of the Property to a condition reasonably similar to its condition immediately prior to construction of Pipeline Facilities provided for herein within a reasonable time after completion of construction of said Pipeline Facilities on the Property. Grantee agrees to restore any surface lands on the Property that have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction of any Pipeline Facilities, to the extent reasonably practicable. Grantee shall re-seed the Easement, Temporary Workspace and Additional Temporary Workspace, as well as any temporary workspace utilized subsequent to construction of the Pipeline Facilities installed hereunder, within a reasonable amount of time after Grantee completes construction of any Pipeline Facilities.

Grantor shall have the right to use, enjoy, cultivate, and occupy the land covered by the Easement for any purpose consistent with Grantee's rights under this Agreement that will not interfere with or endanger Grantee's Easement hereunder or the safe operation of the Pipeline Facilities; provided, however, that Grantor shall not, without the prior written consent of Grantee, impound any water, change the ground elevation or grade of the Easement, plant any trees or shrubs upon, over or under the Easement, do or permit to be done any mining, quarrying, land leveling or other work or activity of any like or similar nature upon, over, or under the Easement, or excavate, construct, drill, install, erect or permit to be excavated, constructed, drilled, installed or erected on, over, or under the Easement any pipe, pit, well, foundation, building, roadways or other structure or obstruction, or installation or improvement.

Furthermore, Grantor shall not restrict Grantee's and/or Grantee's representatives' access to, from, or along and upon the Easement.

The consideration herein paid, the receipt of which Grantor hereby acknowledges, includes payment in full and settlement, in advance and to the full extent allowed by law, for all damages of every kind and character to that part of the Property included within the Easement, the Temporary Workspace and the Additional Temporary Workspace, as well as severance damages to the Property caused or to be caused by the construction of the Pipeline Facilities over, under, and across the Property.

Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the Pipeline Facilities shall at all times remain the property of the Grantee notwithstanding that the Pipeline Facilities may be annexed or affixed to the freehold or abandoned by Grantee.

This Agreement shall in no way transfer or convey to Grantee any interest in and to any oil, gas, or mineral rights associated with the Property, and all such rights are expressly reserved unto the Grantor.

Grantor represents and warrants title to the surface estate of the Property, that the Property is not encumbered by any lien or deed or trust that would preclude the granting of the Easement described herein, and that Grantor has full authority to grant said Easement.

The rights of Grantee herein may be sold, assigned, or leased in whole or in part, and the terms, conditions, and provisions of this Agreement are a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, personal representatives, successors, and assigns. This Agreement cannot be modified, except in writing signed by all parties hereto. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but which together shall be considered one and the same Agreement.

If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed to be severed herefrom, provided, however, that the remainder of this Agreement shall continue in full force and effect.

This Agreement, sets forth all of the grants, undertakings, conditions, agreements and considerations between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

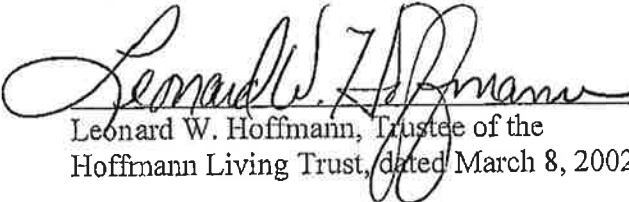
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Facsimile signatures shall be considered binding.

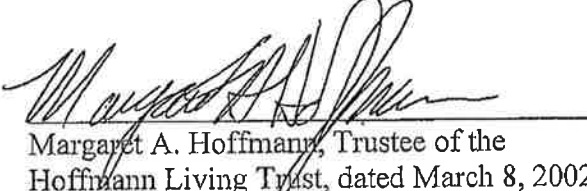
This Agreement and all transactions and activities contemplated herein shall be governed by and construed in accordance with the laws of the State of North Dakota without regard to

principals of conflicts of law. In accordance with the laws of the State of North Dakota, this Easement is limited to a term of ninety-nine (99) years.

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first above written.

GRANTOR:

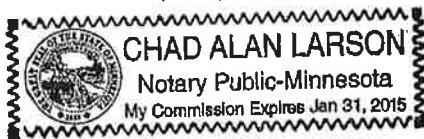

Leonard W. Hoffmann, Trustee of the
Hoffmann Living Trust, dated March 8, 2002


Margaret A. Hoffmann, Trustee of the
Hoffmann Living Trust, dated March 8, 2002

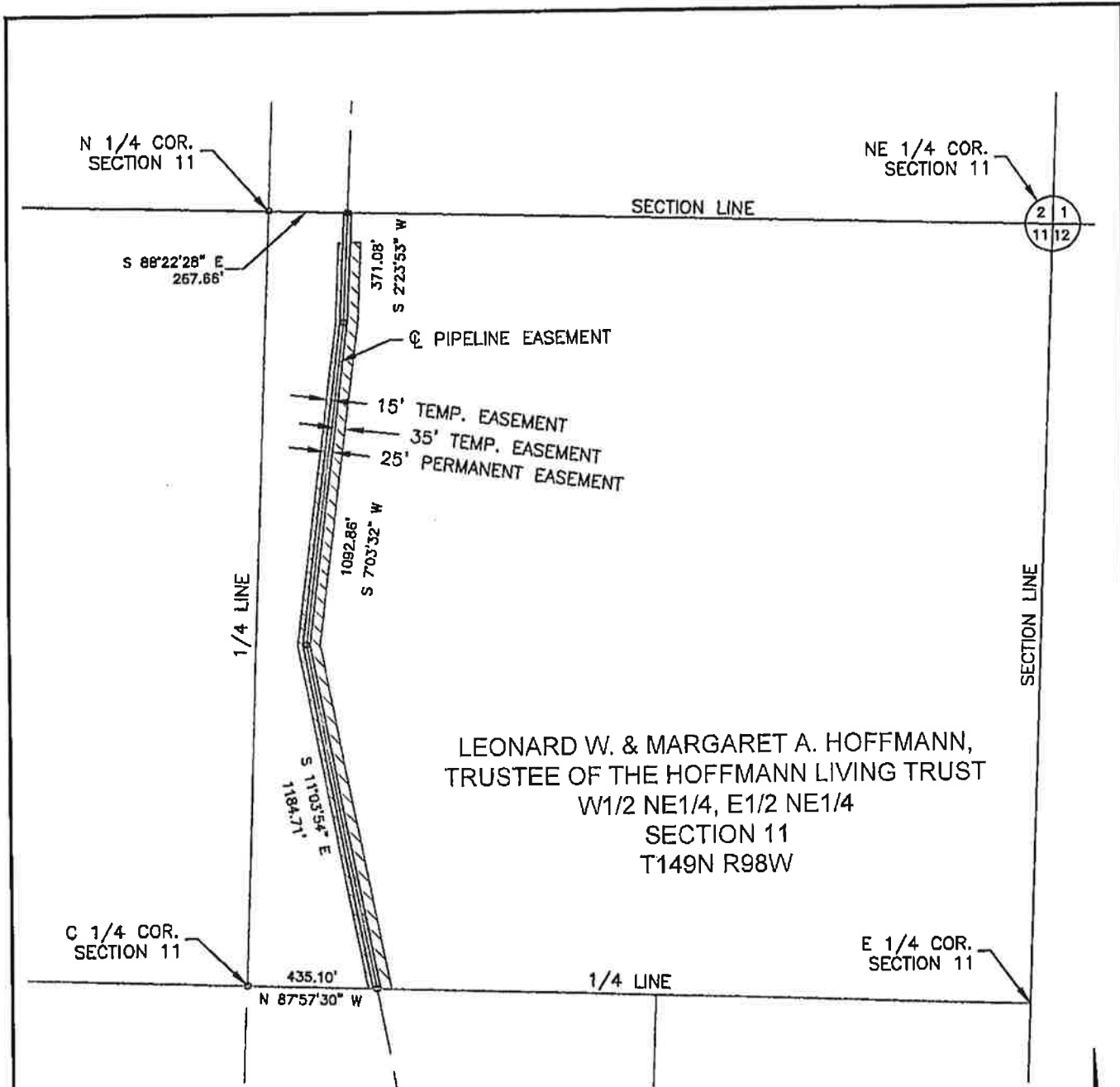
STATE OF MINNESOTA)
)
COUNTY OF Rice)

On this 19th day of May, 2012, before me personally appeared **Leonard W. Hoffmann and Margaret A. Hoffmann as Trustees of the Hoffmann Living Trust, dated March 8, 2002**, known to me to be the person/persons named in and who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

(Seal)



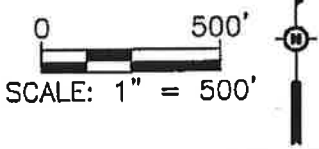

Notary Public



LEONARD W. & MARGARET A. HOFFMANN,
 TRUSTEE OF THE HOFFMANN LIVING TRUST
 W1/2 NE1/4, E1/2 NE1/4
 SECTION 11
 T149N R98W

H. J. A. 11-6-12
O. A. H. 11-6-12

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	1.52	2648.65	160.52
TEMPORARY	2.93	NA	NA

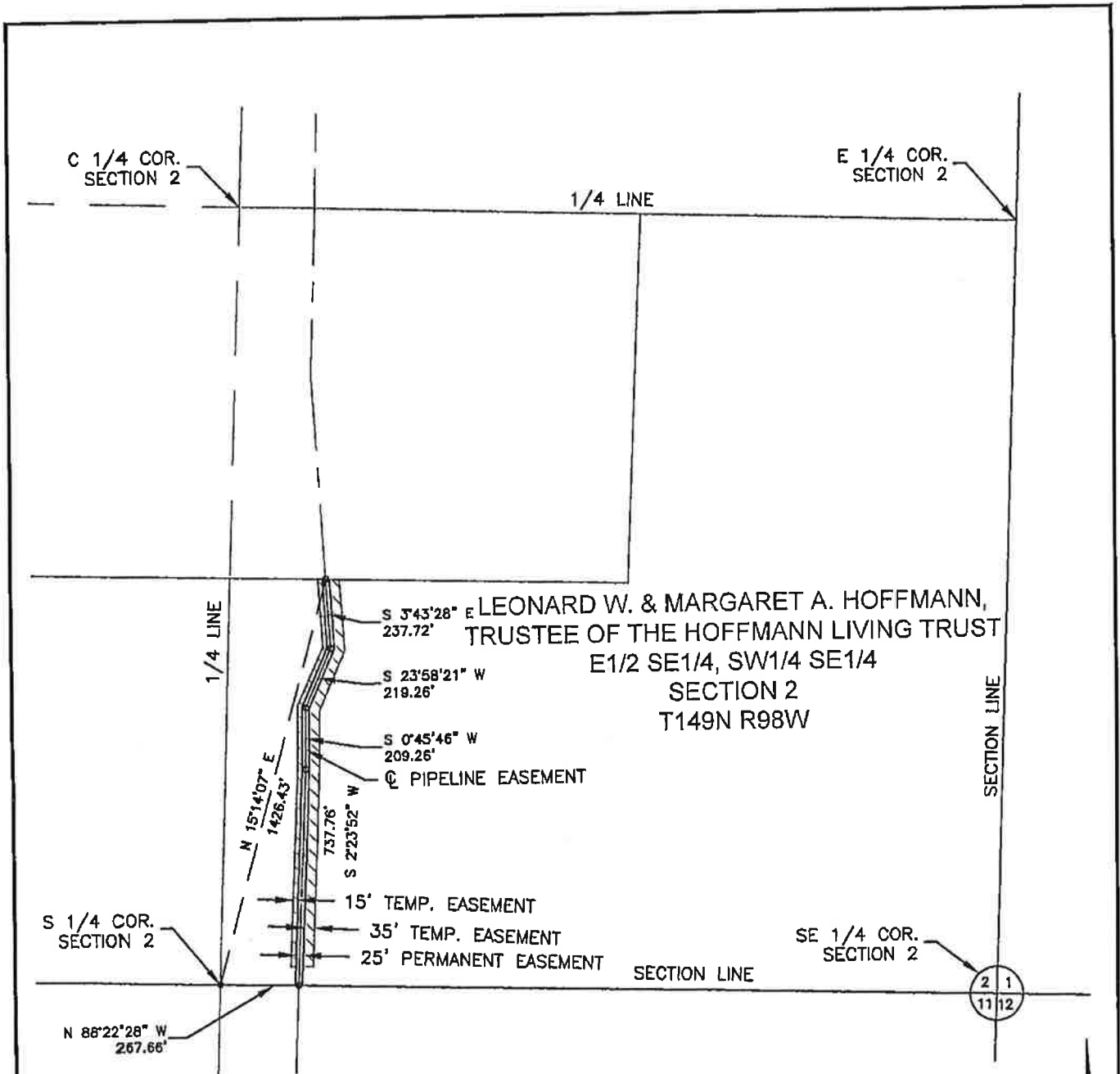


Prepared By:
BARTLETT & WEST
 3456 E. Century Ave.
 Bismarck, North Dakota 58503
 701-258-1110
 FAX 701-258-1111
 www.bartwest.com

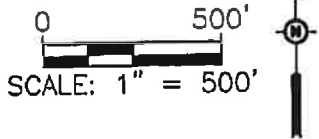
EXHIBIT A
 EASEMENTS ON AND ACROSS THE
 W1/2 NE1/4, E1/2 NE1/4
 SEC. 11, T149N R98W

DATE: 8/29/2012 SHEET: 1 OF 4

BAKKENLINK PIPELINE, LLC
 NORTH DAKOTA OIL GATHERING SYSTEM



EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	0.81	1404.00	85.1
TEMPORARY	1.54	NA	NA



5-17-2013

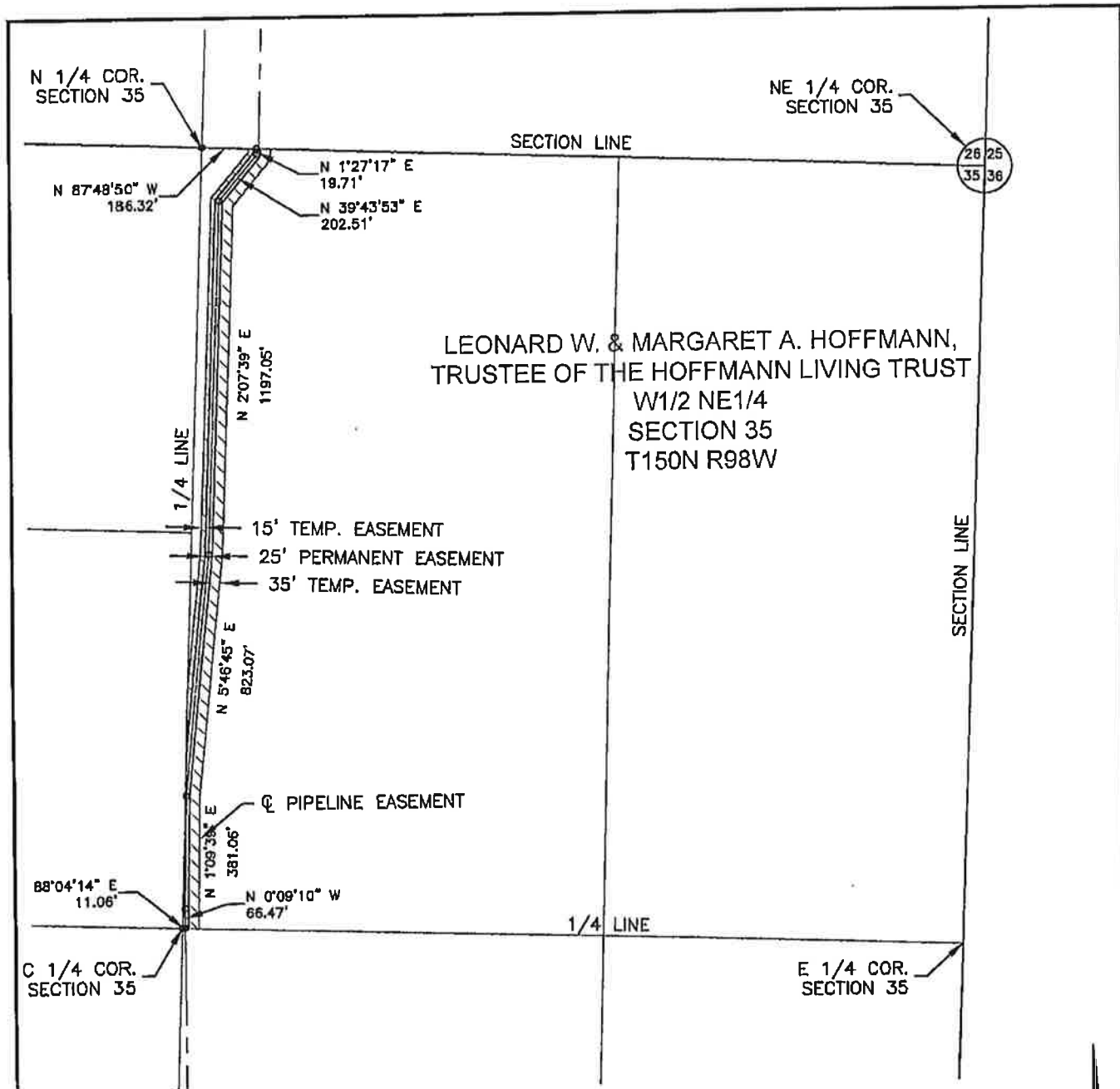
Paul D. Johnson

Prepared By
BARTLETT & WEST
 3456 E. Century Ave.
 Bismarck, North Dakota 58503
 701-258-1110
 FAX 701-258-1111
 www.bartwest.com

EXHIBIT A
 EASEMENTS ON AND ACROSS THE
 E1/2 SE1/4, SW1/4 SE1/4
 SEC. 2, T149N R98W

DATE: 5/6/2013 SHEET: 2 OF 4

BAKKENLINK PIPELINE, LLC
 NORTH DAKOTA OIL GATHERING SYSTEM



5-17-2013

P. A. Hoffmann

Prepared by

BARTLETT & WEST

3456 E. Century Ave.
Bismarck, North Dakota 58503
701-258-1110
FAX 701-258-1111
www.bartwest.com

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	1.47	2689.88	163.02
TEMPORARY	2.16	NA	NA

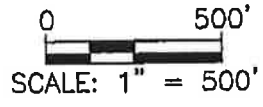


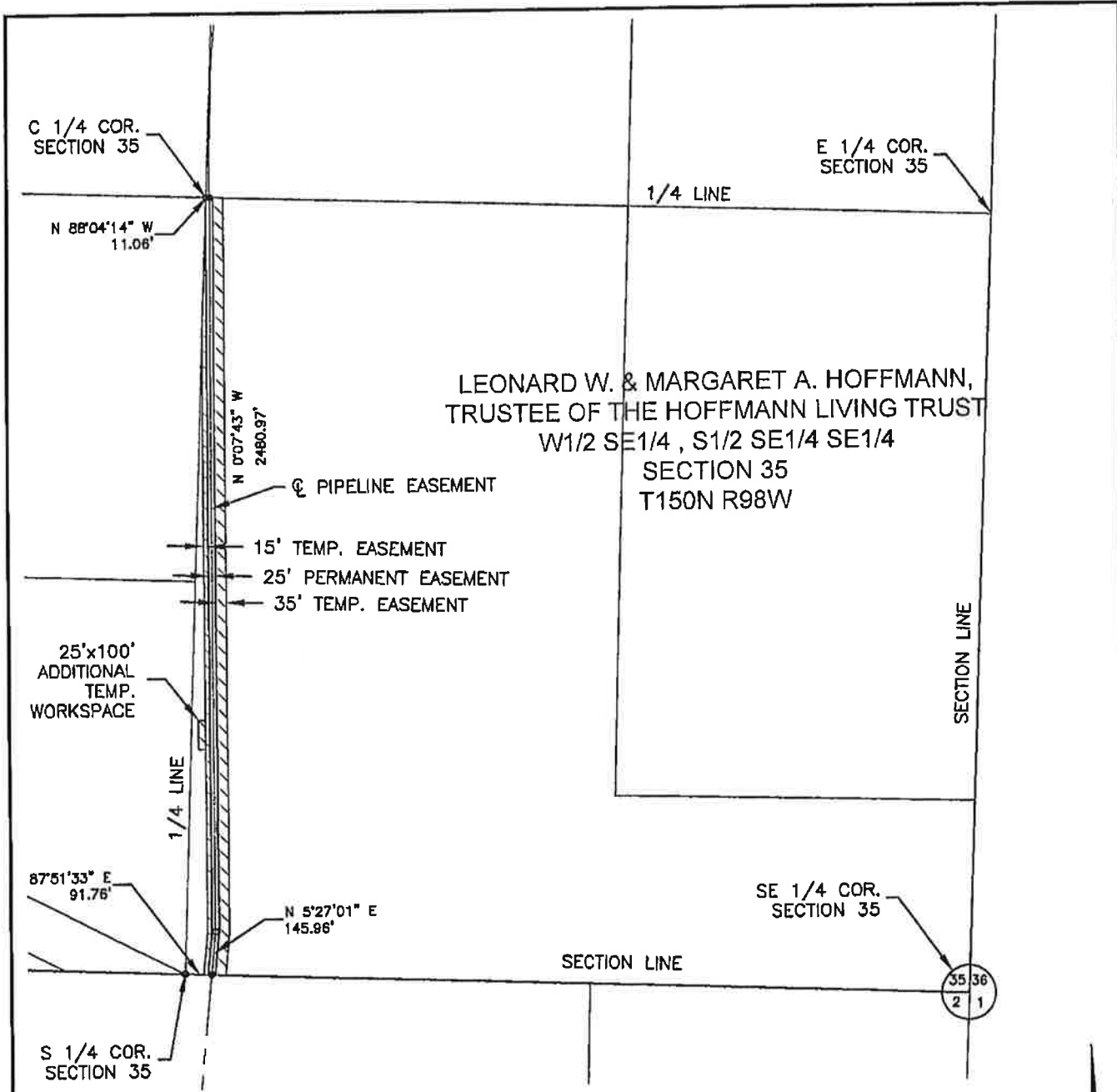
EXHIBIT A

EASEMENTS ON AND ACROSS THE
W1/2 NE1/4 SEC. 35, T150N R98W

DATE: 5/7/2013

SHEET: 3 OF 4

BAKKENLINK PIPELINE, LLC
NORTH DAKOTA OIL GATHERING SYSTEM



LEONARD W. & MARGARET A. HOFFMANN,
 TRUSTEE OF THE HOFFMANN LIVING TRUST
 W1/2 SE1/4, S1/2 SE1/4 SE1/4
 SECTION 35
 T150N R98W

C 1/4 COR.
SECTION 35

E 1/4 COR.
SECTION 35

N 88°04'14" W
11.08'

1/4 LINE

N 0°07'43" W
2480.97'

PIPELINE EASEMENT

15' TEMP. EASEMENT

25' PERMANENT EASEMENT

35' TEMP. EASEMENT

25'x100'
ADDITIONAL
TEMP.
WORKSPACE

1/4 LINE

SECTION LINE

87°51'33" E
91.76'

N 5°27'01" E
145.96'

SE 1/4 COR.
SECTION 35

SECTION LINE

S 1/4 COR.
SECTION 35

35 36
2 1

5-17-2013

R. A. Hoffmann

EASEMENT LENGTHS			
	ACRES	FEET	RODS
PERMANENT	1.51	2626.93	151.21
TEMPORARY	2.99	NA	NA

0 500'
SCALE: 1" = 500'



Prepared by
BARTLETT & WEST
 3456 E. Century Ave.
 Bismarck, North Dakota 58503
 701-258-1110
 FAX 701-258-1111
 www.bartwest.com

EXHIBIT A
 EASEMENTS ON AND ACROSS THE
 W1/2 SE1/4, S1/2 SE1/4 SE1/4
 SEC. 35, T150N 98W

DATE: 5/7/2013 SHEET: 4 OF 4

BAKKENLINK PIPELINE, LLC
 NORTH DAKOTA OIL GATHERING SYSTEM

EXHIBIT B

PROPERTY

Township 149 North, Range 98 West of the 5th PM

Section 2: E1/2SE1/4, SW1/4SE1/4

Section 11: W1/2NE1/4, E1/2NE1/4

Township 150 North, Range 98 West of the 5th PM

Section 35: W1/2NE1/4, W1/2SE1/4, S1/2SE1/4SE1/4

**EXHIBIT C
TO
PIPELINE RIGHT OF WAY GRANT**

Owner(s) – Owner(s): Leonard W. Hoffmann and Margaret A. Hoffmann as Trustees of the Hoffmann Living Trust, dated March 8, 2002.

Operator - BAKKENLINK PIPELINE LLC

REGARDLESS OF LANGUAGE TO THE CONTRARY CONTAINED IN THE PIPELINE RIGHT OF WAY GRANT THE FOLLOWING SHALL CONTROL:

PIPELINE(S) INSTALLATION DAMAGES: BAKKENLINK PIPELINE LLC shall be responsible for all damages caused by it during the installation of the pipeline(s) contemplated by the Right of Way Agreement.

PIPELINE: This Agreement provides BAKKENLINK PIPELINE LLC the privilege to lay, construct, maintain, operate, repair, replace, inspect and remove one steel pipeline only not to exceed 12” in diameter for the transportation of oil along a route, which said route is generally shown on attached Exhibit “A”.

TERM: This Easement is for a term of fifty (50) years from the date noted above

GATES AND FENCING: Upon request, BAKKENLINK PIPELINE LLC shall, within reason as determined by BAKKENLINK PIPELINE LLC, construct and maintain temporary gates and/or fences across or around, as applicable, any open construction trench within BAKKENLINK PIPELINE LLC’s Pipeline Easement during BAKKENLINK PIPELINE LLC’s construction and installation of pipeline so as to avoid interference with Owner’s livestock or that of Owner’s Lessee, if applicable, during said construction. Owner, if he should so desire, may place a fence capable of turning livestock across or adjacent to the easement corridor after the pipeline has been installed, provided that Owner shall perform any such construction within the Easement in a safe manner.

RELEASE AND FUTURE DAMAGES: Owner does hereby release, acquit and discharge BAKKENLINK PIPELINE LLC, its agents, principals, partners, assigns, employees, contractors and subcontractors from any and all liability for ordinary damage and detriment incident to or growing out of the establishment, preparation and use of the surface of said lands, including but not limited to the installation, removal and repair pipeline(s) permitted by the BAKKENLINK PIPELINE LLC. Provided, however, BAKKENLINK PIPELINE LLC shall be liable for any damage to the Property in excess of ordinary damage to the Property or injury to Owner’s livestock or damages or injury to Owner, his family, guests and invitees, caused by the negligent operations of BAKKENLINK PIPELINE LLC, its agents, employees, contractors and subcontractors

on said Property. In the event such excess damage or injury is a direct result of BAKKENLINK PIPELINE LLC's negligent activities, BAKKENLINK PIPELINE LLC will pay reasonable compensation for such loss to Owner or his assigns. Further, BAKKENLINK PIPELINE LLC shall be responsible for any damage to Owner's crops or livestock caused by BAKKENLINK PIPELINE LLC's own conduct or activities of its subcontractors during the installation, maintenance, repair, replacement or removal of said pipeline.

HOLDHARMLESS AND INDEMNIFICATION: BAKKENLINK PIPELINE LLC agrees to indemnify, defend and hold the undersigned harmless from the claims and demands of all parties arising out of its negligent activities hereunder. The BAKKENLINK PIPELINE LLC undertakes to and does hereby agree to defend, hold harmless and indemnify Owner, his successors, heirs, or assigns, from any and all liability, costs, and attorney's fees the Owner may suffer as a result of claims, demands, costs, or judgments against Owner arising out of any environmental damage caused by the BAKKENLINK PIPELINE LLC on the premises or BAKKENLINK PIPELINE LLC's noncompliance with any environmental law, order, administrative law or rule, adopted or promulgated by the State of North Dakota or the United States of America, or any board, agency, or commission of either.

RESTORATION UPON ABANDONMENT: Upon final abandonment of said pipeline BAKKENLINK PIPELINE LLC shall comply with any rule or regulation concerning the condition the pipeline(s) must left in as they are abandoned and shall remain responsible for any hazardous or dangerous condition the pipelines abandoned in the ground are left.

RESTORATION OF DISTURBED AREAS: All disturbed surfaces which are not tilled crop land will be re-seeded with a grass seed mixture to re-establish grasses to the similar type and species in place prior to disruption for construction, repair or maintenance purposes, unless Owner requests to leave the same "as is". Topsoil shall be set aside and replaced on the top of any disturbed land during restoration or covering of trenches dug for installation, repair, maintenance, replacement or removal of any pipeline. All tracks, ruts and equipment surface disturbances shall be removed by grading or filling in such tracks or ruts with topsoil.

BAKKENLINK PIPELINE LLC will seed and re-seed pasture and or grasslands as often as necessary to establish a catch consistent with the condition of the pasture and or grasslands prior to BAKKENLINK PIPELINE LLC s entry upon the above-described lands.

Owner shall have the right for a period of three (3) years from date of completion of pipeline across Owner's land to make a reasonable determination that the ground and foliage has been restored.

ROCK CLAUSE: BAKKENLINK PIPELINE LLC agrees any rocks unearthed as a result of BAKKENLINK PIPELINE LLC 's operation hereunder, that are four inches in diameter or greater, shall be buried or removed by BAKKENLINK PIPELINE LLC

upon reclamation of any pipeline(s) constructed and/or installed under the terms of this agreement.

CONTROL OF WEEDS: BAKKENLINK PIPELINE LLC shall employ timely efforts to control and prevent weeds from growing and going to seed on and in the pipeline corridor for a minimum period of time of not less than three (3) growing seasons following reclamation of the pipeline corridor after the pipeline is installed. Such means of controlling weeds shall be clipping or use of chemicals to control such weed growth as might occur.

NOTIFICATION OF SURFACE ACTIVITIES: BAKKENLINK PIPELINE LLC shall use best efforts to notify Owner of proposed activities of a non-emergency nature to be conducted upon the surface of said lands before engaging in entering the premises.

SURFACE EQUIPMENT: BAKKENLINK PIPELINE LLC shall allow no surface equipment or apparatus associated with the pipeline to be installed on Owner's land, without separate written consent from Owner. This shall not apply to pipeline markers or safety equipment which may be necessary for the pipeline.

COMMERCIAL DEPOSITS OF SCORIA, SAND AND/OR GRAVEL: BAKKENLINK PIPELINE LLC agrees that should deposits of gravel, sand, scoria, or other materials of commercial value (herein "materials") that are commonly and usually removed by surface mining operations are found on or under the premises and BAKKENLINK PIPELINE LLC has installed or placed its pipeline(s) in an area that such materials are found but such pipeline(s) run through such materials and would interfere with the removal of such materials, BAKKENLINK PIPELINE LLC agrees to pay Owners for the materials which cannot be mined at the going rate for such materials at the time that Owner desires to mine the same.

PAYMENT FOR ADDITIONAL DISTURBANCES: BAKKENLINK PIPELINE LLC shall pay Owner for any entry on the premises after initial installation of the pipeline(s) that results in surface disturbances or damages to Owners crops, grass lands or livestock or improvements. BAKKENLINK PIPELINE LLC further agrees to compensate Owner or Owner's tenant rancher/tenant farmer if appropriate, at prevailing market rates, an amount equal to the loss of any livestock if they are destroyed or damaged such as to render it/then unmarketable as a direct result of BAKKENLINK PIPELINE LLC's operations as provided for herein. BAKKENLINK PIPELINE LLC shall pay the actual damages sustained for injuring livestock.

BAKKENLINK PIPELINE LLC also agrees to pay any damages that may be done to crops, pasturage, fences, buildings, or livestock of said Owner as a consequence of the exercise of the rights herein granted

OWNER/TENANT FARMER DIRECT PAYMENT: In addition to other compensation promised by BAKKENLINK PIPELINE LLC to Owner, BAKKENLINK

PIPELINE LLC agrees to pay Owner or Owner's Tenant, if any, the loss incurred due to loss of growing crops during construction, maintenance or inspection of the pipeline.

NONEXCLUSIVE EASEMENT: This easement is nonexclusive. Owner shall be permitted to grant easements to others that parallel (but not closer than fifteen (15) feet of the pipeline as installed by BAKKENLINK PIPELINE LLC) and/or to permit other pipelines or utilities to cross BAKKENLINK PIPELINE LLC's easement, so long as such future easements granted by Owner do not interfere with BAKKENLINK PIPELINE LLC's easement.

WIDTH OF PERMANENT EASEMENT & TEMPORARY / MAINTENANCE EASEMENT: Width of the permanent easement shall be **twenty five (25) feet**. Owner also grants to BAKKENLINK PIPELINE LLC a temporary/construction/maintenance easement of **150 feet** in width.

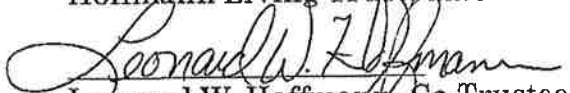
ACCESS OF PIPELINE FOR INSPECTION AND REPAIR: BAKKENLINK PIPELINE LLC shall use best efforts to notify Owner before accessing the pipeline for inspection and repair and shall use the pipeline corridor for access to inspect or repair the pipeline, unless such access required is due to an emergency, or Owner is notified and gives consent to use other access points.

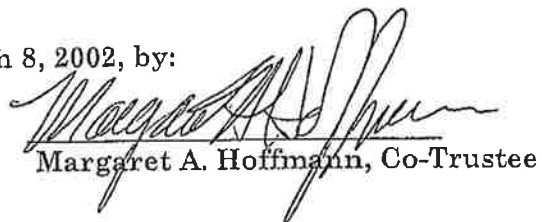
MISCELLANEOUS:

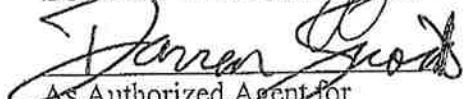
- a) BAKKENLINK PIPELINE LLC agrees to construct and install the pipeline within the right-of-way granted herein within eighteen months of signing this Pipeline Right-of-Way Grant and Release of Damages Agreement; and if not so constructed and installed this agreement is cancelled and void with Owner keeping any payments paid to Owner as liquidated damages.
- b) BAKKENLINK PIPELINE LLC will restore the surface to its original contour as nearly as practicable, the disturbance to which shall be occasioned by the construction, maintenance or operation of said pipeline under and through the above-described land.
- c) BAKKENLINK PIPELINE LLC shall keep right of way level with surrounding grade, fill in all washouts and or areas that have settled below surrounding grade with top soil supplied by Owner.
- d) BAKKENLINK PIPELINE LLC shall remove all debris, pick rocks four (4) inches in diameter or large brought to surface and bury them at a location designated by Owner, replace topsoil to as near preconstruction condition as possible, compact trench and cultivate the disturbed area.
- e) BAKKENLINK PIPELINE LLC will take all steps reasonably necessary to prevent erosion of the Construction Easement.

- f) BAKKENLINK PIPELINE LLC shall not construct or install any appurtenances above the surface of the Easement without Owner's prior written approval, save and except BAKKENLINK PIPELINE LLC may install above-ground pipeline markers and/or vents within the Easement at section and/or property lines only, and only as required by regulation.
- g) Tree rows and other wood areas occur in limited amounts through the corridor. BAKKENLINK PIPELINE LLC will minimize the clearing of any wooded or shrubby areas to areas within the Construction Easement.
- h) If the pipeline is abandoned by BAKKENLINK PIPELINE LLC for non-use for a period of thirty-six (36) consecutive months, this easement becomes null and void and will be released of record. The abandonment of the pipeline does not however relieve BAKKENLINK PIPELINE LLC of any liability regarding the pipeline underground. Upon abandonment BAKKENLINK PIPELINE LLC will make every effort to render pipeline clean and safe for further dormancy. BAKKENLINK PIPELINE LLC shall remove the pipeline from Owner's property, if a local, state or federal government agency or other governing regulatory body requires at any time that the pipeline be removed. The cost of said removal shall be at the sole cost and expense of BAKKENLINK PIPELINE LLC.
- i) Owner reserves all oil, gas, and other minerals on and under said lands, including gravel, clay and scoria that Owner owns at the time he executes this conveyance.
- j) Owner shall notify BAKKENLINK PIPELINE LLC about the location of a sinkhole (if any) caused by BAKKENLINK PIPELINE LLC discovered; and BAKKENLINK PIPELINE LLC shall have thirty (30) days from the date of notification to fence off the sinkhole and an additional 60 days to fill in the sinkhole. In the event the BAKKENLINK PIPELINE LLC does not fill in the sinkhole within the 90 days period, BAKKENLINK PIPELINE LLC shall pay to Owner the lump sum of \$1,500.00 plus \$50.00 per day from date of notice until the work is completed and the sink hole filled in.
- k) Owner hereby waives and releases, for the purposes of this instrument only, all rights under and by virtue of the homestead exemption laws of the State of North Dakota in the premises hereinabove described.

Hoffmann Living Trust, dated March 8, 2002, by:


Leonard W. Hoffmann, Co-Trustee


Margaret A. Hoffmann, Co-Trustee


As Authorized Agent for
Bakkenlink Pipeline LLC