

Sandpiper Pipeline Project  
North Dakota Pipeline Company LLC  
Docket No.PU-13-848  
Late Filed Exhibits



Exhibit No. 1  
Easement Form

**RIGHT-OF-WAY AND  
EASEMENT GRANT**

Prepared By:

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Second Floor  
Superior, WI 54880

Return To:

North Dakota Pipeline Company LLC  
3001 South Columbia Road  
Suite E  
Grand Forks, ND 58201

For Recorder's Use Only

**KNOW ALL PERSONS BY THESE PRESENTS:** That the undersigned, **GRANTOR**, (hereinafter called "Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby grant and convey by this Right-of-Way and Easement Grant ("Agreement") to NORTH DAKOTA PIPELINE COMPANY LLC, a Delaware limited liability company, with an office located at 26 East Superior Street, Suite 309, Duluth, Minnesota 55802, its grantees, successors and assigns (hereinafter called "Grantee") the following rights, interests, and privileges:

- A. A right-of-way and 99-year easement to survey, locate, construct, operate, maintain (including cathodic protection systems), clear, inspect (including aerial patrol and subsurface digging), reclaim, remove, protect, idle in place, repair, replace, relocate, change the size of and reconstruct one 24" pipeline, together with any associated valves, fittings, location markers and signs, communication systems and lines, utility lines, signage, safety and protective apparatus, and all other equipment and appurtenances, whether above or below grade, and conduct such other activities as may be necessary in connection therewith for the transportation of crude petroleum and any product, by-product and derivative thereof, on, over, under, in, through and across a strip of land as described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Right-of-Way"), together with the right to clear and to keep cleared the Right-of-Way so as to prevent damage or interference with the safe and efficient construction, operation, maintenance and patrol of the pipeline(s) and appurtenances.
  
- B. Until such time as the construction, testing, and commissioning of the pipeline(s) is complete, the right to use and occupy such portions of Grantor's land adjacent to the Right-of-Way as is reasonably necessary for Construction Work Space, as identified more fully by Exhibit B attached hereto and incorporated herein, for the purposes of surveying, locating, constructing, testing, reclamation and commissioning of Grantee's pipeline, appurtenances, and rights of way (including the temporary storage of equipment and material), provided that at the conclusion of the construction, testing, and commissioning of the pipeline all areas of

Construction Work Space shall be reclaimed and shall revert to the possession and control of the Grantor.

- C. The right to use and occupy such portions of Grantor's land adjacent to the Right-of-Way as identified more fully by Exhibit B as may be reasonably necessary for Operation and Maintenance Work Space, to be used from time to time and as may be necessary for the inspection and patrol (including subsurface digging), operation, maintenance, repair, replacement, relocation, reconstruction, reclamation, removal, protection, idling and abandonment of the pipeline, provided that at the conclusion of any operation or maintenance activity, any area of Operation and Maintenance Work Space used or occupied by the Grantee shall be reclaimed and shall revert to the possession and control of the Grantor until such time as the Operation and Maintenance Work Space is again required by Grantee.
- D. The right of ingress and egress across Grantor's adjacent lands to and from the Right-of-Way, using existing roads, routes, and paths whenever reasonably practical in the determination of Grantee, at any and all times for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted.

The aforesaid rights and easement are granted as and from the date hereof for the longest term allowed by North Dakota law on the following terms and conditions:

- A. The Grantee shall, at the time of construction of the pipeline, bury said pipeline at the depth as may be required by law, and shall also pay for damage to annual crops, fences, trees and other existing improvements that may arise from the exercise of the rights herein granted in connection with the installation of the pipeline(s) and Grantee's use of any of Grantor's lands adjacent to the Right-of-Way during construction, operations and maintenance.
- B. Grantee shall have the right to clear and keep cleared all trees, undergrowth, and any other obstructions (including structures), whether temporary, permanent, man-made or natural, from the herein granted Right-of-Way.
- C. Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said Right-of-Way any pit, well, septic system, foundation, pavement, road or any other structure or installation, whether temporary or permanent, natural or man-made, without Grantee's prior written consent.
- D. Grantor shall have the right fully to use and enjoy said premises for surface agricultural uses except as the same may interfere with activities necessary, convenient or incidental to the purposes herein and provided further that Grantor's use does not interfere with Grantee's operations on the Right-of-Way.
- E. Grantee shall have the right to assign and mortgage this Agreement and the easement herein granted in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.
- F. The covenants and conditions herein contained shall, to the greatest extent allowed by law, bind and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of Grantor and Grantee respectively.

G. Multiple Grantors and Grantees may execute separate original counterparts of this Agreement and such execution shall have the same effect as if each signatory executed the same counterpart. All counterparts shall be construed together and shall constitute one integrated agreement.

**IN WITNESS WHEREOF**, Grantor has executed this document this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

## EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between **GRANTOR**, (Grantor), and North Dakota Pipeline Company LLC (Grantee).

### GRANTOR'S PROPERTY LEGAL DESCRIPTION:

#### **LEGAL DESCRIPTION**

Permanent Index Number (P.I.N.): **PIN**

### DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

An Easement fifty feet (50') in width, being twenty-five feet (25') either side of the Pipeline, as depicted by this Exhibit A along with **Temporary Easement** and **Additional Temporary Workspace** areas as indicated.

## **EXHIBIT B**

[Plat or Survey Drawing showing Right-of-Way, Construction Workspace  
and Operation and Maintenance Work Space]