EXHIBIT H

Easements and Memorandum of Easements

EXHIBIT H-1

Easements and Memorandum of Easements

Mountrail County

EXHIBIT H-1(a)

Reroute Location 20

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-029.000
PARCEL ID: 19-0015000
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated January 30, 2015, is between **Stanley Community Hospital Board of Directors, as Trustees for Stanley Community Hospital Association**, whose mailing address **P.O. Box 399 Stanley, ND 58784** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows.

All that certain lot, tract or parcel of land, containing 151.55 acres more or less, being situated in the Northwest Quarter (NW1/4), less Highway Right of Way in Section Thirty-one (31), Township One Hundred Fifty-six (156) North, Range Ninety-two (92) West of the 5th P.M. more particularly described in Deed of Personal Representative dated January 16th, 1980 from Morris T. Nelson Personal Representative of the Estate of T. H. Reierson, a/k/a Thorstein H. Reierson, deceased to Stanley Community Hospital Board of Directors, as Trustees for Stanley Community Hospital Association, recorded as Document #239229, office of County Recorder, of Mountrail County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as

determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the

Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 30 day of January, 2015.

GRANTOR:

vice president

Stanley Community Hospital Board of Directors, as Trustees for Stanley Community Hospital Association

ACKNOWLEDGMENT

(Individual)

State of ND)
)ss
County of Mountrail)

BEFORE ME, the undersigned authority, on this day personally appeared Doug Kinnoin, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30 day of January, 2015.

Notary Public

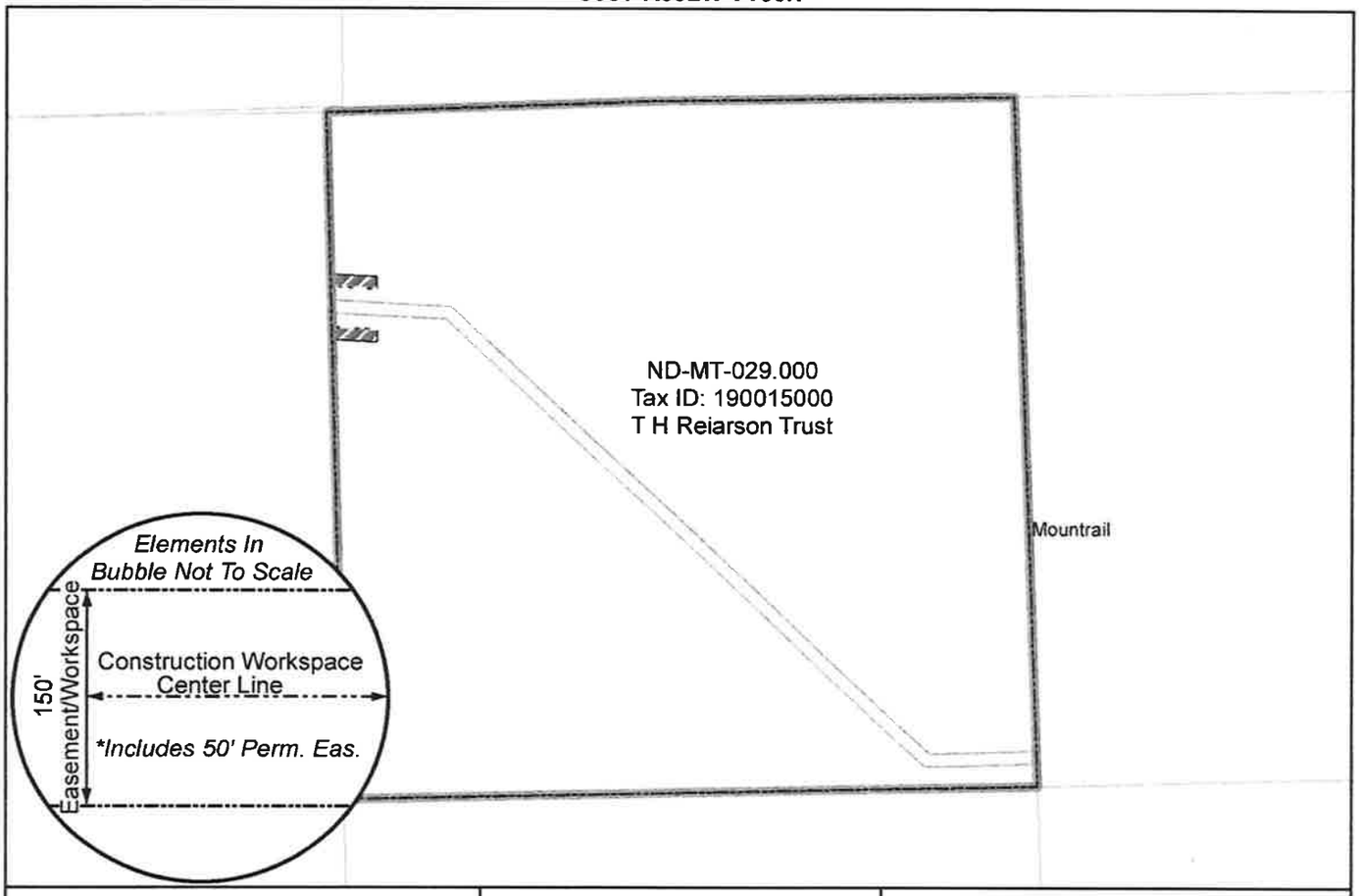
My Commission Expires: 9/9/2020

MARK T PLEMEL
Notary Public
State of North Dakota
My Commission Expires Sept. 9, 2020

Exhibit A

MOUNTRAIL COUNTY, ND

S031-R092W-T156N



ROW Length: 3341.3 Ft. = 202.5 Rods

Proposed Permanent Easement: 3.83 Ac.

Temp Easement/ Workspace: 7.67 Ac.

Add Temp Easement/ Workspace: 0.39 Ac.

Launch & Receiver/Valve Site: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
T H Reiarson Trust

Tract No.: ND-MT-029.000

Property Boundaries

Proposed Permanent Easement

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

D.K.
Landowner Initials

Date Exported: Tuesday, January 06, 2015 4:10:34 PM



419034

County Recorder
Mountrail County
Stanley ND

County Recorder, Mountrail County ND. **419034**
I certify that this instrument was filed and recorded.
Melissa Vachal, County Recorder
By Jan Taylor, Deputy

Fee $28.00
6/12/2015 1:00 PM

EASEMENT: Oil Transmission Pipeline **ROW #7677 (Pg 1)**

STATE OF NORTH DAKOTA
BOARD OF UNIVERSITY AND SCHOOL LANDS

The State of North Dakota acting by and through the Board of University and School Lands and its agent, the Commissioner of University and School Lands (GRANTOR), in consideration of $273,236.75, which has been received, conveys to DAKOTA ACCESS LLC, 1300 MAIN ST, HOUSTON, TX 77002 (GRANTEE), an easement to construct, operate, maintain and remove one 12-inch diameter steel oil transmission pipeline with the right of ingress and egress, over certain land hereafter referred to as the "easement area", which is a strip of land 33.0 feet wide, 16.5 feet on each side of the following described centerline:

N2 of Section 36, T156N, R93W, Mountrail County

Commencing at a 2-inch aluminum cap stamped "LS 6948" found for the northeast corner of said Section 36; thence South 01 degrees 42 minutes 32 seconds East along the east line of said Section 36, a distance of 390.74 feet to the Point of Beginning; thence South 88 degrees 18 minutes 50 seconds West, a distance of 152.27 feet; thence South 85 degrees 24 minutes 34 seconds West, a distance of 544.17 feet; thence South 85 degrees 05 minutes 27 seconds West, a distance of 285.73 feet; thence South 84 degrees 23 minutes 28 seconds West, a distance of 1013.05 feet; thence South 84 degrees 29 minutes 58 seconds West, a distance of 1073.31 feet; thence South 86 degrees 02 minutes 15 seconds West, a distance of 327.98 feet; thence South 85 degrees 55 minutes 10 seconds West, a distance of 358.81 feet; thence South 85 degrees 01 minutes 14 seconds West, a distance of 534.65 feet; thence South 85 degrees 18 minutes 11 seconds West, a distance of 231.11 feet; thence South 84 degrees 53 minutes 45 seconds West, a distance of 459.75 feet; thence South 84 degrees 57 minutes 10 seconds West, a distance of 289.06 feet; thence South 84 degrees 04 minutes 36 seconds West, a distance of 19.55 feet to the west line of said Section 36 and thus terminating, said ending point being located South 01 degrees 37 minutes 31 seconds East along the west line of said Section 36. The centerline is 5,289.43 feet or 320.57 rods long, and the easement area contains 4.01 acres, more or less. The easement area is further described and illustrated in Exhibits "A1-A2" which are attached to and are a part of this easement.

N2 of Section 36, T156N, R94W, Mountrail County

Commencing at a 2-inch aluminum cap stamped "HORGAN SURVEYING" found for the northeast corner of said Section 36; thence South 01 degrees 43 minutes 44 seconds East along the east line of said Section 36, a distance of 1,849.39 feet to the Point of Beginning; thence South 81 degrees 06 minutes 46 seconds West, a distance of 392.91 feet; thence South 80 degrees 31 minutes 45 seconds West, a distance of 609.48 feet; thence South 81 degrees 10 minutes 35 seconds West, a distance of 1214.27; thence South 80 degrees 39 minutes 21 seconds West, a distance of 959.87 feet; thence South 81 degrees 10 minutes 56 seconds West, a distance of 1470.72 feet; thence South 80 degrees 58 minutes 29 seconds West, a distance of 671.43 feet to the west line of said Section 36 and thus terminating, said ending point being located South 01 degrees 45 minutes 05 seconds East along the west line of said Section 36. The centerline is 5,318.68 feet or 322.34 rods long, and the easement area contains 4.03 acres, more or less. The easement area is further described and illustrated in Exhibits "A3-A4" which are attached to and are a part of this easement.

1. The Oil Transmission Pipeline shall be built only on the centerline(s) as described above. GRANTEE may also use temporary work space, additional temporary work space, and temporary access road as depicted on Exhibits "A1-A4" as part of a construction right of way. This construction right of way shall be subject to the topsoil reservation and reclamation provisions of this easement and must be abandoned upon the completion of construction and reclamation.

2. GRANTEE agrees that there will be no surface disturbance or surface occupancy of the five (5) segment(s) of the easement area that are designated for Oil Transmission Pipeline installation by horizontal boring as specifically shown on Exhibits "A1-A4" without written permission from GRANTOR.

3. The top of the Oil Transmission Pipeline must be buried at least 48 inches below the ground's surface.

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4. GRANTEE may install the following described appurtenance(s) upon the surface or at a depth less than 36 inches: N/A. For this/these additional appurtenance(s), GRANTEE has paid N/A as further consideration. GRANTEE shall, when necessary, protect all above ground appurtenances with a fence adequate to prevent livestock access and shall paint all above ground structures; except wire fences, anchors, guy wires, steel towers, and wood poles; with earth tone colors.

5. If construction of the Oil Transmission Pipeline is not completed within two (2) years after GRANTOR signs this easement, this easement automatically terminates. GRANTOR, at GRANTOR's sole discretion, can extend the construction deadline upon request for amendment from GRANTEE, however, GRANTEE's request must be submitted prior to the construction deadline expiration date.

6. GRANTEE shall make a satisfactory settlement with the surface tenant for damage to seeded annual crops, fences or other improvements owned by the tenant, caused by construction, operation, maintenance or removal of the Oil Transmission Pipeline and shall notify the surface tenant of the construction schedule at least one week before construction.

7. GRANTEE, or its agent, shall have a legible copy of this easement with them on site for reference during construction, operation, maintenance or reclamation and shall present the copy upon GRANTOR's request.

8. This easement is subject to all of the GRANTOR's existing rights and privileges.

9. If, prior to or during construction, archeological or paleontological items are discovered or such items are disturbed, GRANTEE shall cease construction activities immediately. GRANTEE shall then promptly notify GRANTOR and must not resume construction until written approval is given by GRANTOR.

10. GRANTEE shall, prior to construction, maintenance or removal, reserve the top 12 inches of soil from areas subject to topsoil and subsoil mixing. The reserved soil must be stockpiled to minimize wind and water erosion. Upon completion of construction, and maintenance or removal, GRANTEE shall promptly reclaim the disturbed area. It must be recontoured to conform to the adjacent natural topography, rocks exposed by excavation must be hauled off or reburied on the property, the reserved soil must be evenly respread over the disturbed area, and the entire disturbed area must be revegetated with a mixture of native perennial grasses as shown in Exhibit "B". Reclamation is not complete until rocks are removed from the surface, erosion is controlled and the surface is revegetated with a mixture of native perennial grasses.

11. GRANTEE shall implement reasonable measures to prevent accelerated erosion. If an erosion problem develops, GRANTEE shall promptly take the necessary actions to correct it and shall repair any erosion damage.

12. GRANTEE shall not discharge oil, gas liquids, salt water, or any other hazardous liquids or toxic substances onto the right-of-way or land adjacent to the right-of-way. All discharges of oil, gas liquids, salt water, or other hazardous liquids or toxic substances shall be stopped as soon as possible after discovery and acted upon immediately to halt movement of such discharges. Any such discharges shall be reported immediately to the GRANTOR. The GRANTEE shall then restore the affected area as closely as possible to its original condition.

13. GRANTEE shall control all noxious weeds in the easement area.

14. GRANTEE may cut or trim trees and shrubs, but only to the extent they interfere with or endanger the operation or maintenance of the Oil Transmission Pipeline.

15. GRANTEE shall maintain the natural water flow and drainage.

16. GRANTEE shall take necessary precautions to prevent fires. In the event of a fire caused by the GRANTEE or its agent, GRANTEE shall compensate the GRANTOR's surface lessee(s) for their losses including forage, crop and any other losses; and shall compensate GRANTOR for any loss it suffers due to the fire.

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17. GRANTEE shall conduct all activities associated with the Oil Transmission Pipeline in a manner that avoids the degradation of air, land, and water quality and that protects the area's visual resources.

18. GRANTOR reserves the right to use the easement area and to allow others to use the easement area for purposes compatible with GRANTEE's use. If someone other than GRANTOR uses the easement area in a manner inconsistent with GRANTEE's use, GRANTOR is not liable or responsible.

19. Through this easement, GRANTEE is not acquiring any subsurface interest. Subsurface interests include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays. If any subsurface interest is or will likely be excluded from mining or development because of the presence of this easement or the Oil Transmission Pipeline allowed by this easement, or if the location of the Oil Transmission Pipeline interferes or will likely interfere with the mining or development of subsurface interests outside of the easement area, GRANTOR may take one of the following actions upon sixty (60) days written notice to GRANTEE.
    1. Require GRANTEE to compensate GRANTOR, at an amount mutually agreed to by GRANTOR and GRANTEE, for the loss of royalties GRANTOR incurs because of the easement's presence; or
    2. Require GRANTEE, at GRANTEE's expense, to move the Oil Transmission Pipeline to another location within the affected tract, if it is determined by the GRANTOR that a suitable location exists within the tract. GRANTEE has three hundred sixty-five (365) days to move the Oil Transmission Pipeline upon receiving written notice. GRANTOR agrees to grant a new easement for such relocated Oil Transmission Pipeline without additional compensation.

    Failure to agree upon compensation or an alternative location that accommodates subsurface mineral development is grounds for GRANTOR to terminate the easement.

20. If GRANTOR determines at any time during the existence of the easement, that the easement negatively interferes with or in any manner and to any extent affects the marketability, market value, development, or the value for development of the state-owned land specifically described below, GRANTOR may take any one of the following actions upon sixty (60) days written notice to the GRANTEE.
    1. Require GRANTEE to compensate GRANTOR, at an amount mutually agreed to by GRANTOR and GRANTEE, for the loss of value GRANTOR incurs because of the easement's presence; or
    2. Require GRANTEE, at GRANTEE's expense, to move the Oil Transmission Pipeline to another location within the affected tract, if it is determined by the GRANTOR that a suitable location exists within the tract. GRANTEE has three hundred sixty-five (365) days to move the Oil Transmission Pipeline upon receiving written notice. GRANTOR agrees to grant a new easement for such relocated Oil Transmission Pipeline without additional compensation.

    Failure to agree upon compensation or an alternative location is grounds for GRANTOR to terminate the easement.

Twp	Rng	Sec	Sub Division	County
156	93	36	NE4	Mountrail
156	93	36	NW4	Mountrail
156	94	36	NE4	Mountrail
156	94	36	NW4	Mountrail

21. GRANTEE agrees to defend, indemnify and hold harmless GRANTOR from any claims by any person that are in any way related to GRANTEE's acts or omissions in its use of the easement area, including all costs, expenses, and reasonable attorney fees that in any manner result from or arise out of this agreement. It is GRANTEE's exclusive right and responsibility to construct, maintain, and remove the Oil Transmission Pipeline. GRANTEE further accepts liability and indemnifies GRANTOR, and its officers and employees, from all costs, expenses and reasonable attorney fees incurred in establishing and litigating the indemnification coverage provided above. The legal defense provided by GRANTEE to the GRANTOR under this paragraph must be free

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of any conflicts of interest, even if this requires GRANTEE to retain separate legal counsel for GRANTOR. The obligations of this paragraph shall continue after this agreement terminates.

22. Any fixtures, structures, installations or facilities constructed or installed by GRANTEE, are the property of GRANTEE and may be removed by GRANTEE at any time.

23. GRANTEE shall remove all improvements, both above ground and underground, from the easement area when the easement is abandoned or in any other way terminated, unless authorized to do otherwise in writing by GRANTOR.

24. This easement shall be a covenant running with the land and shall be binding on the heirs, successors, and assigns of the parties hereto.

25. This easement is subject to all existing easements that are currently of record in the office of the county clerk of the county where such land is located and nothing in this easement supersedes any rights previously granted that are currently existing and of record.

26. GRANTOR neither warrants nor agrees to defend title to the easement area.

27. This easement is also subject to the conditions in Exhibits "A1-A4" and "B" which are attached and made a part of this easement.

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Dated this 31st day of March, 2016, at Bismarck, North Dakota.

GRANTOR:

STATE OF NORTH DAKOTA
BOARD OF UNIVERSITY & SCHOOL LANDS

Lance D. Gaebe, Commissioner
of University and School Lands

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF BURLEIGH)

On this 31st day of March, 2016, before me personally appeared Lance D. Gaebe, Commissioner of University and School Lands, acting on behalf of the Board of University and School Lands of North Dakota, known to me to be the person who executed this instrument and acknowledged to me that he executed the same.

(S E A L)

DEBRA K. JACOBS
Notary Public
State of North Dakota
My Commission Expires August 2, 2019

Notary Public

GRANTEE:

DAKOTA ACCESS LLC

(signature) On Behalf of Dakota Access LLC

Robert Rose Vice President Land and Right of Way

STATE OF Texas)
ss.
COUNTY OF Harris)

On this 4th day of April, 2016, before me personally appeared Robert Rose, Vice President Land and Right of Way, (title), acting on behalf of Dakota Access LLC, known to me to be the person who executed this instrument and acknowledged to me that he executed the same.

(S E A L)

MARIA E. ACOSTA
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 11-19-2017
NOTARY ID 734652-5

Notary Public

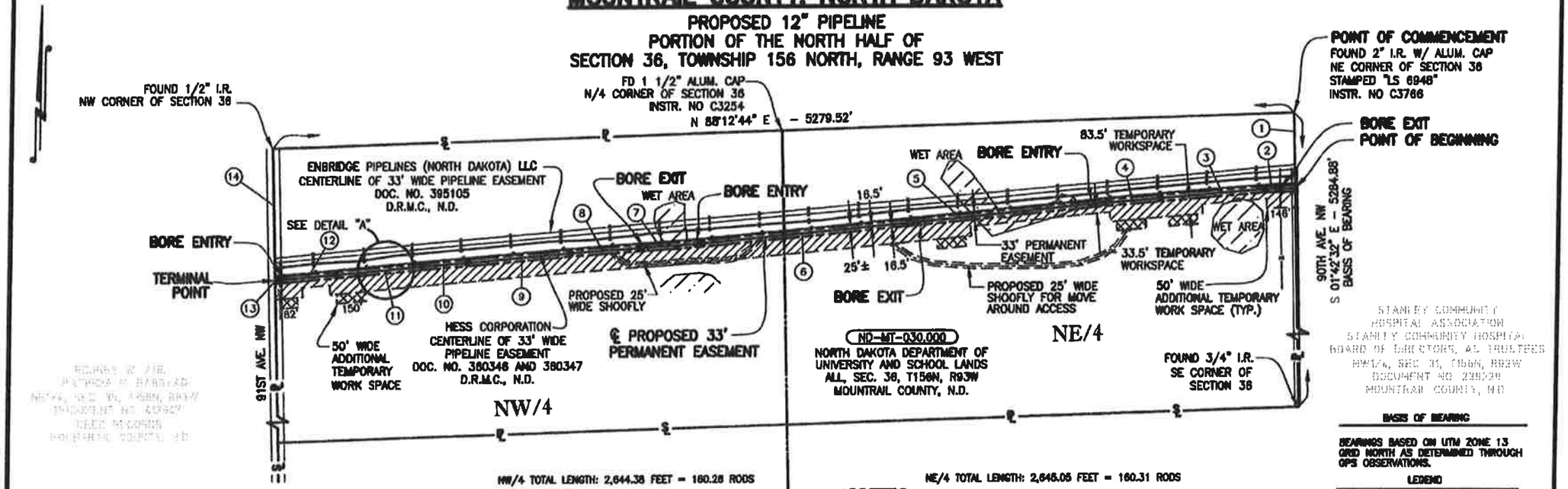
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Form Date: 3/28/2016

mtw

MOUNTRAIL COUNTY, NORTH DAKOTA

PROPOSED 12" PIPELINE
PORTION OF THE NORTH HALF OF
SECTION 36, TOWNSHIP 156 NORTH, RANGE 93 WEST



NW/4 TOTAL LENGTH: 2,644.38 FEET = 160.26 RODS
PERMANENT EASEMENT (2.00 AC.)
TEMPORARY WORK SPACE (5.36 AC.)
ADDITIONAL TEMPORARY WORK SPACE (0.72 AC.)

NE/4 TOTAL LENGTH: 2,645.05 FEET = 160.31 RODS
PERMANENT EASEMENT (2.01 AC.)
TEMPORARY WORK SPACE (4.30 AC.)
ADDITIONAL TEMPORARY WORK SPACE (1.09 AC.)

TOTAL LENGTH: 5,289.43 FEET = 320.57 RODS
PERMANENT EASEMENT (4.01 AC.)
TEMPORARY WORK SPACE (9.66 AC.)
ADDITIONAL TEMPORARY WORK SPACE (1.81 AC.)

NOTE:
PROPOSED SHOOFLY WILL BE MATTED OR AIR-BRIDGED OVER THE EXISTING PIPELINES AS NEEDED.

SCALE: 1" = 500'

500' 0 500' 1000'

BASIS OF BEARING

BEARINGS BASED ON UTM ZONE 13 GRID NORTH AS DETERMINED THROUGH GPS OBSERVATIONS.

LEGEND

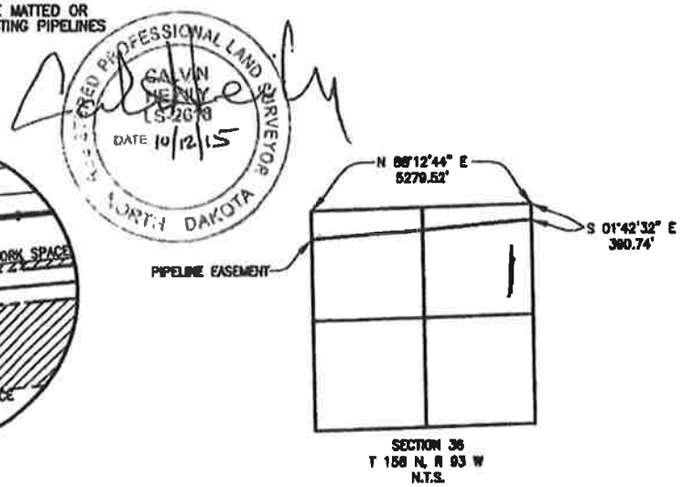
- ℄ SURVEY LINE
- ℙ PROPERTY LINE
- EDGE OF ROAD
- -×- FENCE

LINE LIST

1.	S 01°42'32" E	- 390.74'	- TIE
2.	S 88°18'50" W	- 152.27'	
3.	S 88°24'34" W	- 544.17'	
4.	S 85°05'27" W	- 285.73'	
5.	S 84°23'26" W	- 1013.06'	
6.	S 84°29'56" W	- 1073.31'	
7.	S 86°02'15" W	- 327.86'	
8.	S 85°56'10" W	- 368.61'	
9.	S 86°01'14" W	- 534.66'	
10.	S 88°18'11" W	- 231.11'	
11.	S 84°53'46" W	- 458.75'	
12.	S 84°57'10" W	- 288.08'	
13.	S 84°04'38" W	- 19.55'	
14.	S 01°37'31" E	- 682.36'	- TIE



DETAIL "A"
N.T.S.



SECTION 36
T 156 N, R 93 W
N.T.S.

REGISTERED PROFESSIONAL LAND SURVEYOR
GALVIN HENRY
LS-2618
DATE 10/12/15
NORTH DAKOTA

REV.	DATE	BY	DESCRIPTION	CHK.
B	05/18/15	JMH	LINE CHANGE	JRS
A	02/18/15	JMH	ISSUED FOR REVIEW	SJB

PROJECT NO. 103957

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

NORTH DAKOTA DEPARTMENT OF UNIVERSITY AND SCHOOL LANDS
MOUNTRAIL COUNTY NORTH DAKOTA

DRAWN BY: AVD	DATE: 02/03/15	DWG. NO. ND-MT-030.000	REV. C
CHECKED BY: JRS	DATE: 05/18/15		
SCALE: 1"=500'	APP.: CH		

ROW #7677
Exhibit "A1"

ROW #7677
Exhibit "A2"

SURVEYOR'S CERTIFICATE

I, Calvin Heinly, a Licensed Land Surveyor in and for the State of North Dakota, do hereby certify that at the request of the North Dakota Department of University and School Lands, did complete a survey for the purpose of establishing the permanent pipeline easement located in the North Half (N1/2) of Section 36, Township 156 North, Range 93 West of the 5th P.M., Mountrail County, North Dakota, said easement being comprised of a strip of land 33 feet in width lying 16.5 feet on each side of the following described centerline:

LEGAL DESCRIPTION OF PERMANENT EASEMENT: Commencing at a 2-inch aluminum cap stamped "LS 6948" found for the northeast corner of said Section 36; thence South 01 degrees 42 minutes 32 seconds East along the east line of said Section 36, a distance of 390.74 feet to the Point of Beginning; thence South 88 degrees 18 minutes 50 seconds West, a distance of 152.27 feet; thence South 85 degrees 24 minutes 34 seconds West, a distance of 544.17 feet; thence South 85 degrees 05 minutes 27 seconds West, a distance of 285.73 feet; thence South 84 degrees 23 minutes 28 seconds West, a distance of 1013.05 feet; thence South 84 degrees 29 minutes 58 seconds West, a distance of 1073.31 feet; thence South 86 degrees 02 minutes 15 seconds West, a distance of 327.98 feet; thence South 85 degrees 55 minutes 10 seconds West, a distance of 358.81 feet; thence South 85 degrees 01 minutes 14 seconds West, a distance of 534.65 feet; thence South 85 degrees 18 minutes 11 seconds West, a distance of 231.11 feet; thence South 84 degrees 53 minutes 45 seconds West, a distance of 459.75 feet; thence South 84 degrees 57 minutes 10 seconds West, a distance of 289.06 feet; thence South 84 degrees 04 minutes 36 seconds West, a distance of 19.55 feet to the west line of said Section 36 and thus terminating, said ending point being located South 01 degrees 37 minutes 31 seconds East along the west line of said Section 36, a distance of 682.38 feet from the northwest corner of said Section 36 and containing 4.01 acres.

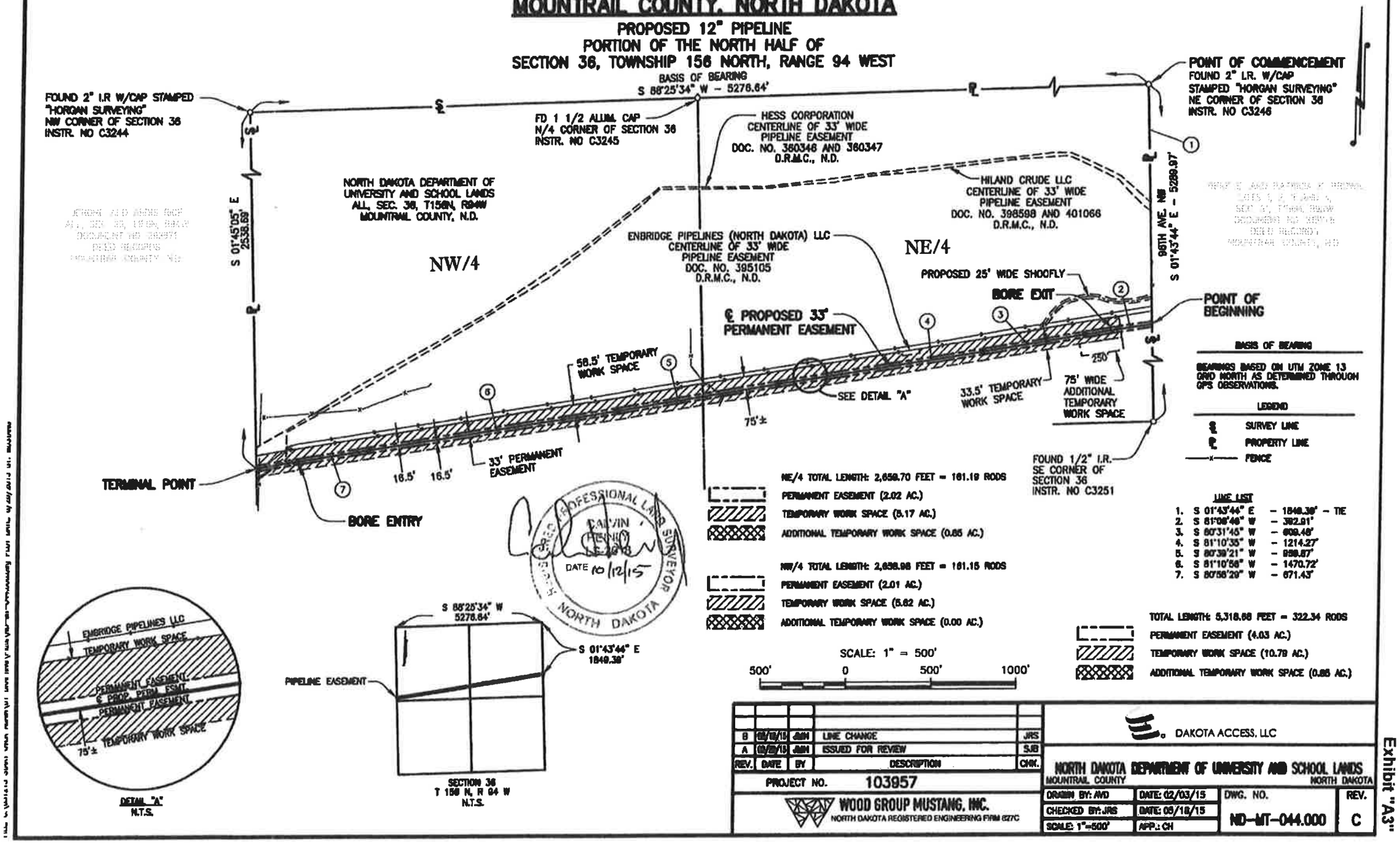
This Certificate is to the best of my knowledge and belief a true description of said survey. I hereby certify that I have executed this document this 12 day of October, 2015.

REGISTERED PROFESSIONAL LAND SURVEYOR
CALVIN HEINLY
LS-2618
DATE 10/12/15
NORTH DAKOTA

Calvin Heinly, RLS, No. LS-2618

MOUNTRAIL COUNTY, NORTH DAKOTA

PROPOSED 12" PIPELINE
PORTION OF THE NORTH HALF OF
SECTION 36, TOWNSHIP 156 NORTH, RANGE 94 WEST



REV.	DATE	BY	DESCRIPTION	CHK.
B	05/18/15	JMH	LINE CHANGE	JRS
A	02/03/15	JMH	ISSUED FOR REVIEW	SJB

PROJECT NO. 103957

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM #27C

DAKOTA ACCESS, LLC

NORTH DAKOTA DEPARTMENT OF UNIVERSITY AND SCHOOL LANDS
MOUNTRAIL COUNTY NORTH DAKOTA

DRAWN BY: AVD	DATE: 02/03/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 05/18/15	ND-MT-044.000	C
SCALE: 1"=500'	APP.: CH		

ROW #7677
Exhibit "A3"

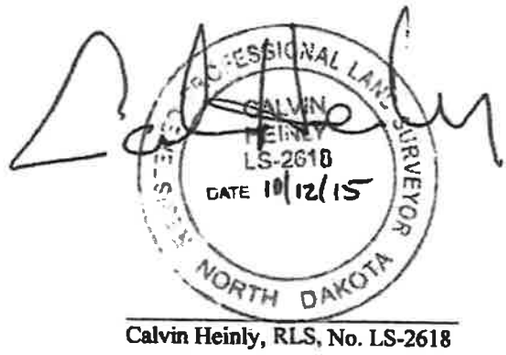
ROW #7677
Exhibit "A4"

SURVEYOR'S CERTIFICATE

I, Calvin Heinly, a Licensed Land Surveyor in and for the State of North Dakota, do hereby certify that at the request of the North Dakota Department of University and School Lands, did complete a survey for the purpose of establishing the permanent pipeline easement located in the North Half (N1/2) of Section 36, Township 156 North, Range 94 West of the 5th P.M., Mountrail County, North Dakota, said easement being comprised of a strip of land 33 feet in width lying 16.5 feet on each side of the following described centerline:

LEGAL DESCRIPTION OF PERMANENT EASEMENT: Commencing at a 2-inch aluminum cap stamped "HORGAN SURVEYING" found for the northeast corner of said Section 36; thence South 01 degrees 43 minutes 44 seconds East along the east line of said Section 36, a distance of 1,849.39 feet to the Point of Beginning; thence South 81 degrees 06 minutes 46 seconds West, a distance of 392.91 feet; thence South 80 degrees 31 minutes 45 seconds West, a distance of 609.48 feet; thence South 81 degrees 10 minutes 35 seconds West, a distance of 1214.27; thence South 80 degrees 39 minutes 21 seconds West, a distance of 959.87 feet; thence South 81 degrees 10 minutes 56 seconds West, a distance of 1470.72 feet; thence South 80 degrees 58 minutes 29 seconds West, a distance of 671.43 feet to the west line of said Section 36 and thus terminating, said ending point being located South 01 degrees 45 minutes 05 seconds East along the west line of said Section 36, a distance of 2,538.69 feet from the northwest corner of said Section 36 and containing 4.03 acres.

This Certificate is to the best of my knowledge and belief a true description of said survey. I hereby certify that I have executed this document this 12 day of October, 2015.



Calvin Heinly, RLS, No. LS-2618

EASEMENT: Oil Transmission Pipeline

ROW #7677
Exhibit "B"

NORTH DAKOTA
BOARD OF UNIVERSITY & SCHOOL LANDS
(ND Department of Trust Lands)

Native Grass Seeding Specifications

Species	lbs. PLS*/acre
Western wheatgrass	8
Slender wheatgrass	5
Green needlegrass	4
Side-oats grama	2
	19

*PLS - Pure Live Seed (based on 50 PLS/sq. feet)

1. The seed bed should be firmly packed (footprints left in the soil should be less than 1/2 inch deep).

2. An early spring seeding (before May 24th) is preferred. A dormant fall seeding (after October 20th) is acceptable.

3. A cover crop of oats at 10 lbs. PLS/acre must be seeded on the disturbed area.

4. A drill designed specifically for native grass seeding will give the best seeding results. The seed should be planted at a depth of 1/2 to 1 inch. Precaution must be taken not to plant the seed too deeply in the soil or poor germination will result.

5. On areas where equipment cannot be used, broadcast seed and rake or drag to cover seed. Where seed is broadcast, double the seeding rate.

6. Use only North Dakota certified seed.

Caution: Be sure to clean out the drill before seeding to avoid any contamination with smooth brome grass or crested wheatgrass that may remain in the drill from previous use on private land. These are invasive grasses in native prairie and are not allowed on school trust lands. Contamination with or use of crested wheatgrass or smooth brome will result in the applicant being required to spray out the grass and reseed with the above native grass seed mixture. Sweet clover and alfalfa are also not allowed – only the above native grass seed mixture may be used for revegetation on school trust land.

MTH

CONTRACT LAND STAFF
2403 E THAYER AVE

BISMARCK ND 58501

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-031.000, 031.300
PARCEL ID: 200019200, 200019100
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated March 14th, 2015, is between **Rodney W. Barstad and Patricia M. Barstad, husband and wife, as joint tenants,** whose mailing address **9151 62nd Street Northwest, Ross, ND 58776** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 240 acres of land, more or less, situated in the N 1/2 of the SE1/4 and the NE1/4 of Section 35, Township 156 North, Range 93 West, more particularly described in Contract for Deed dated March 9, 2009 from Julia Barstad, a widow, Seller to Rodney W. Barstad and Patricia M. Barstad, husband and wife as joint tenants, Buyers, recorded under Document No. 352976, Office of the County Recorder, Mountrail County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline

as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the

Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 14th day of March, 2015.

GRANTOR:

Patricia M. Barstad

ACKNOWLEDGMENT

(Individual)

State of Arizona)
)ss
County of Pinal)

BEFORE ME, the undersigned authority, on this day personally appeared Patricia M Barstad known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of March, 2015.

Notary Public

My Commission Expires: 5.11.2016

OFFICIAL SEAL
REBECCA A. ENCINAS
Notary Public - State of Arizona
PINAL COUNTY
My Comm. Expires May 11, 2016

EXECUTED this 14th day of March, 2015.

GRANTOR:

Rodney W. Barstad

ACKNOWLEDGMENT

(Individual)

State of Arizona)
)ss
County of Pinal)

BEFORE ME, the undersigned authority, on this day personally appeared Rodney W Barstad known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of March, 2015.

OFFICIAL SEAL
REBECCA A. ENCINAS
Notary Public - State of Arizona
PINAL COUNTY
My Comm. Expires May 11, 2018

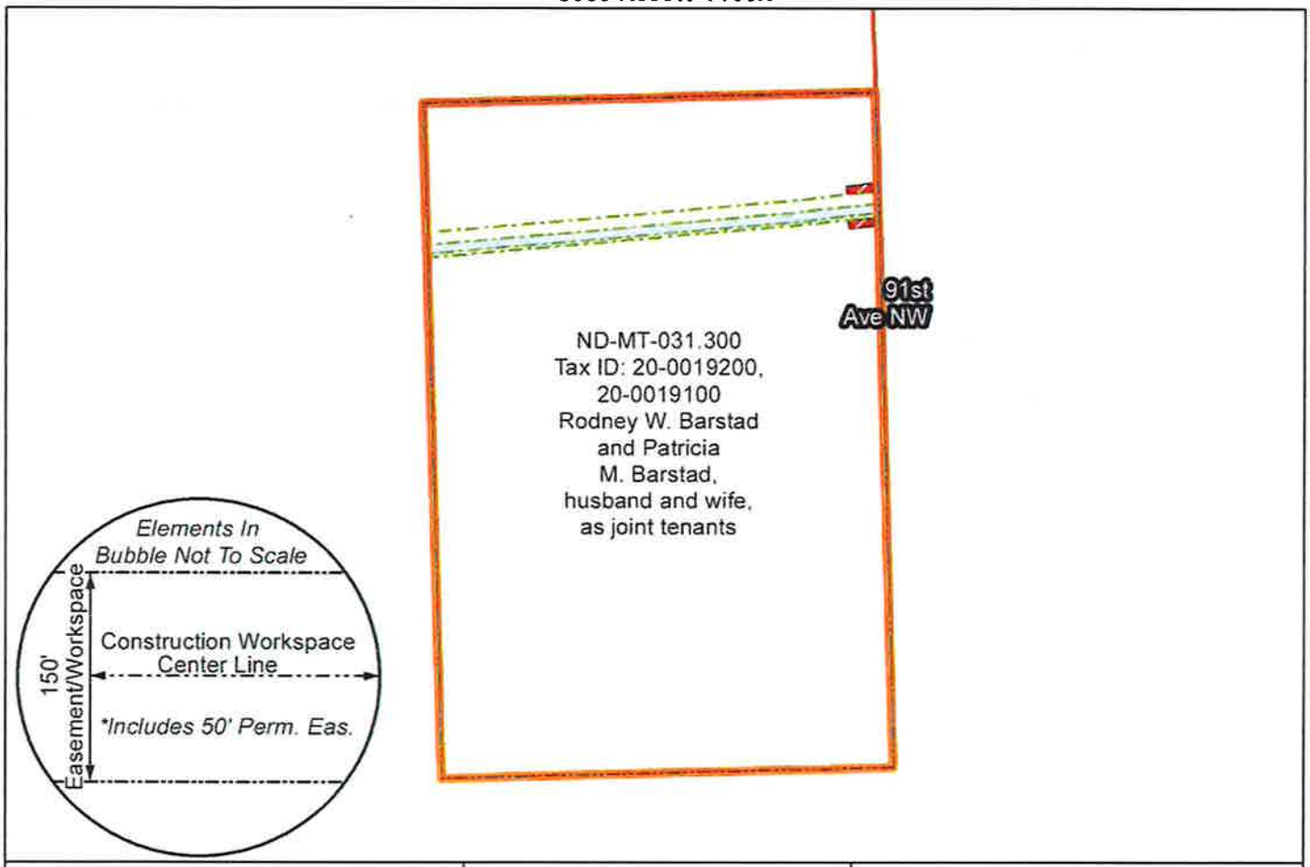
Notary Public

My Commission Expires: 5-11-2016

Exhibit A

MOUNTRAIL COUNTY, ND

S035-R093W-T156N



ROW Length: 2646.36 Ft. = 160.39 Rods
Proposed Permanent Easement: 3.04 Ac.
Temp Easement/ Workspace: 6.08 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across: Rodney W. Barstad and Patricia M. Barstad, husband and wife, as joint

Tract No.: ND-MT-031.300

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Tuesday, May 05, 2015 1:42:54 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-032.000
PARCEL ID: 20-0018900, 20-0019000
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated February 3, 2016, is between **Michael J. Sorenson and Kimberly D. Sorenson, husband and wife, as joint tenants** whose mailing address is **9039 9th Street Northwest, Ross, ND 58776** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will (all in connection with construction, maintenance or repair) one pipeline not to exceed **thirty** inches (**30"**) in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 230 acres of land, more or less, situated in the NW¼, N½SW¼ less the S½S½S½N½SW¼ of Section 35, Township 156 North, Range 93 West, County of Mountrail, State of North Dakota, more particularly described in that Warranty Deed dated February 24, 2015 from Redland, LLC to Michael J. Sorenson and Kimberly D. Sorenson, husband and wife, as joint tenants, recorded as Document Number 417195 in the office of the County Recorder, Mountrail County, North Dakota, less and except any conveyance heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

MP.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Any payment tendered by Grantee to Grantor as consideration for this agreement does not cover any actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

10. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

16. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 3rd day of February, 2016.

GRANTOR:

Michael J. Sorenson

Kimberly D. Sorenson

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Mountrail)

BEFORE ME, the undersigned authority, on this day personally appeared Michael J. Sorenson and Kimberly D. Sorenson, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of February, 2016.

Notary Public

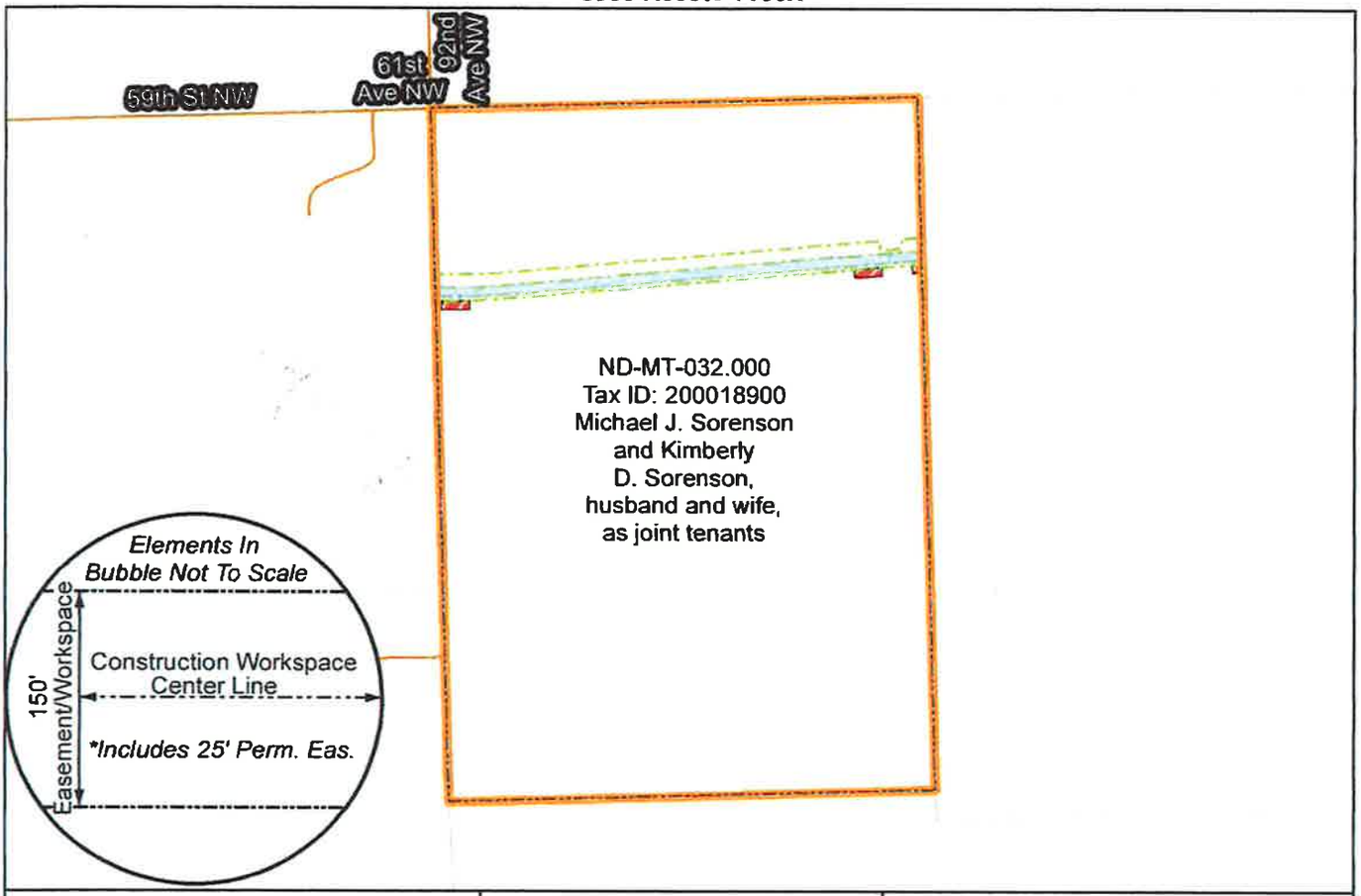
My Commission Expires: 11-9-16

JULIE M DIMEO
Notary Public
State of North Dakota
My Commission Expires November 9, 2016

Exhibit A

MOUNTRAIL COUNTY, ND

S035-R093W-T156N



ROW Length: 2644.72 Ft. = 160.29 Rods
Proposed Permanent Easement: 3.04 Ac.
Temp Easement/ Workspace: 5.94 Ac.
Add Temp Easement/ Workspace: 0.4 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across: Michael J. Sorenson and Kimberly D. Sorenson, husband and wife, as joint

Tract No.: ND-MT-032.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Wednesday, February 03, 2016 12:47:54 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-032.000, 033.000
PARCEL ID: 20-0018900, 20-0019000
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated February 25, 2015, is between **Redland LLC, a limited liability company** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is **1505 North Miller Street Suite 260, Wenatchee WA 98801-1597** and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows.

All that certain lot, tract or parcel of land, containing 230.00 acres more or less, being situated in N½SW¼ less the S½S½S½ and the NW¼ of Section 35, Township 156 North, Range 93 West, more particularly described in that Warranty Deed dated 5-15-2012 from Gregory T. Johnson to Redland LLC, recorded as Document Number 390279 in the office of the Mountrail County, North Dakota Recorder, less and except any conveyance heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this

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Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as

good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding

use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, which have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 25 day of FEBRUARY, 2015.

GRANTOR:

Redland LLC

By:

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
)ss
County of MOUNTRAIL)

BEFORE ME, the undersigned authority, on this day personally appeared JON MCCREARY, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 25 day of FEBRUARY, 2015.

CHRIS FONTENOT
Notary Public
State of North Dakota
My Commission Expires Jan 30, 2021

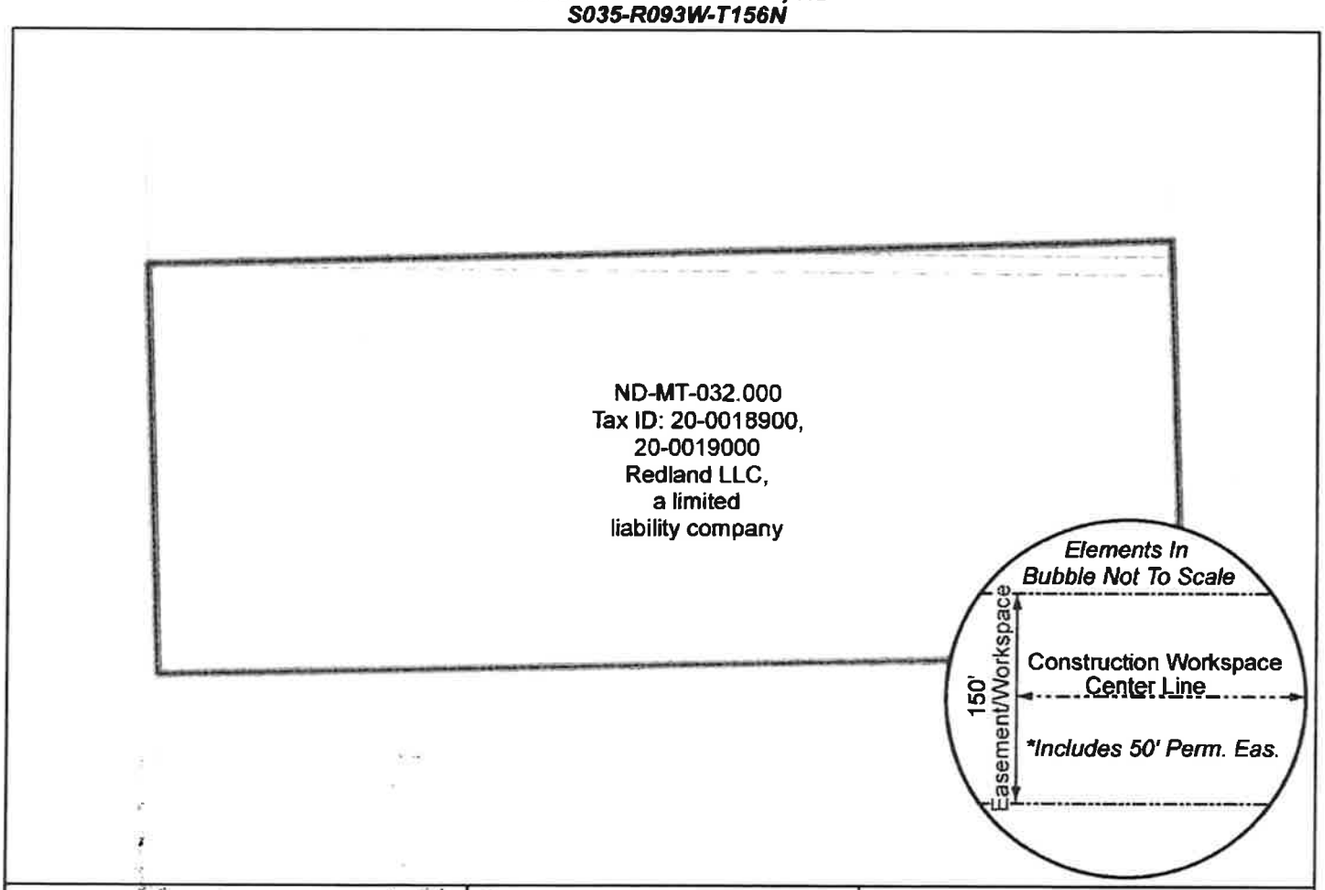
Notary Public

My Commission Expires: JANUARY 30, 2021

Exhibit A

MOUNTRAIL COUNTY, ND

S035-R093W-T156N



ROW Length: 2170.39 Ft. = 131.54 Rods
Proposed Permanent Easement: 2.4 Ac.
Temp Easement/ Workspace: 3.54 Ac.
Add Temp Easement/ Workspace: Ac.
Valve Site: Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 760 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Redland LLC, a limited liability company

Tract No.: ND-MT-032.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

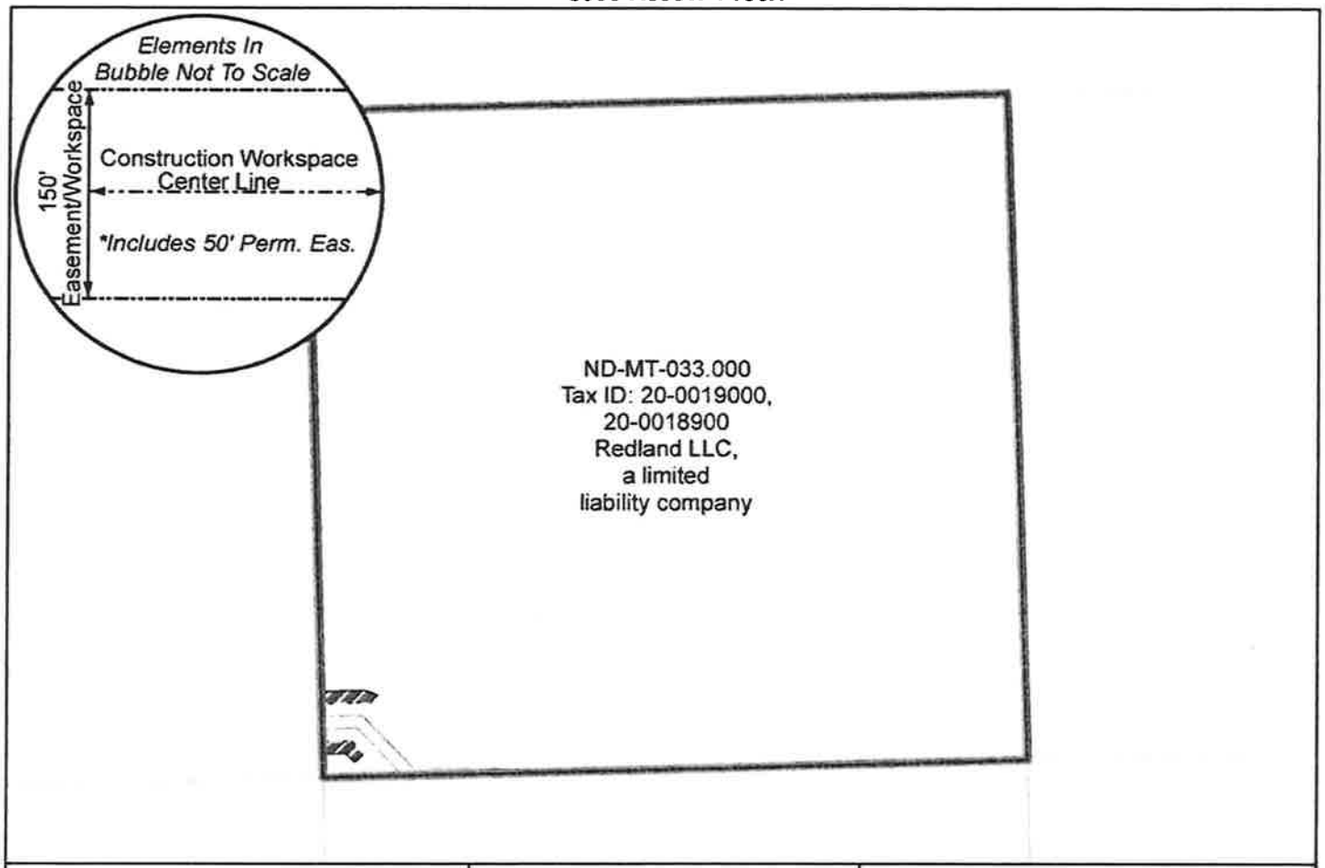
Landowner Initials _____

Date Exported: Friday, February 13, 2015 3:36:00 PM

Exhibit A

MOUNTRAIL COUNTY, ND

S035-R093W-T156N



ROW Length: 688.83 Ft. = 41.75 Rods
Proposed Permanent Easement: 0.91 Ac.
Temp Easement/ Workspace: 3.02 Ac.
Add Temp Easement/ Workspace: 0.43 Ac.
Valve Site: Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Redland LLC, a limited liability company

Tract No.: ND-MT-033.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Friday, February 13, 2015 2:43:05 PM

County Recorder
Mountrail County
Stanley ND

County Recorder, Mountrail County ND. **420529**
I certify that this instrument was filed and recorded.
Melissa Vachal, County Recorder
By Melissa Vachal

Fee $31.00
9/1/2015 2:00 PM

COUNTY RECORDER
MOUNTRAIL COUNTY
STATE OF NORTH DAKOTA

AMENDMENT TO EASEMENT AGREEMENT

THE STATE OF NORTH DAKOTA)

COUNTY OF MOUNTRAIL)

THIS AGREEMENT, made and entered into as of this 19th day of February 2016, by and between DAKOTA ACCESS, LLC, (hereinafter referred to as "Grantee"), and Clayton M. Howell, hereinafter referred to as "Grantor" whether one or more.

WITNESSETH:

WHEREAS, by instrument dated January 9th, 2015 recorded under document number 419895 of the County Recorder Records of Mountrail County, North Dakota, Grantor granted to Grantee, an easement (the "Easement") on, over and across certain lands in Mountrail County, North Dakota for the right to lay, maintain, operate, replace, repair and remove one pipeline only within a fifty foot easement for the transportation of oil and natural gas and/or liquid hydrocarbons, and substances produced therefrom; and

WHEREAS, Grantor and Grantee have agreed to a change in the location of the pipeline and desire to amend language in the Easement pertaining to such change.

NOW, THEREFORE, for and in consideration of $10.00 and other good and valuable consideration, Grantor and Grantee hereby agree to amend the Easement by deleting therefrom the Exhibit A attached thereto and substituting therefor the Exhibit A attached hereto which shows the relocated location of the pipeline easement. The parties further agree that within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, or to amend this Agreement to include such new Exhibit A-1, and to record or re-record such affidavit, or amendment with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, or recorded amendment.

Except as amended herein, the Agreements shall remain in full force and effect as written.

IN WITNESS WHEREOF, this instrument is duly executed this 19th day of February, 2016.

GRANTOR:

X Clayton M. Howell

Clayton M. Howell

STATE OF NORTH DAKOTA)
)SS
COUNTY OF Mountrail)

The foregoing instrument was acknowledged before me on this 19th day of February, 2016 by Clayton M. Howell.

(S E A L)

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

Christopher Smith
Notary Public
My Commission Expires 9-17-20

Exhibit A

MOUNTRAIL COUNTY, ND

S034-R093W-T156N



ROW Length: 2647.17 Ft. = 160.43 Rods
Proposed Permanent Easement: 3.04 Ac.
Temp Easement/ Workspace: 6.08 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Clayton M. Howell

Tract No.: ND-MT-034.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Tuesday, May 05, 2015 1:53:36 PM

1100 WEISS AVE
BISMARCK ND 58503

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-035.000
PARCEL ID: 200018600
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated July 14, 2015, is between **Jean Marie Tykeson,** whose mailing address **404 East Cherry Avenue, Lompoc, CA 93436,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 136 acres of land, more or less, situated in the Northwest Quarter (NW1/4), less Outlot 1 and Outlot 1A of Section Thirty-four (34), Township One Hundred Fifty-six (156) North, Range Ninety-three (93) West of the 5th P.M., more particularly described in Warranty Deed dated September 21st, 2010 from Raymond O. Anderson, Trustee of the Oscar Anderson Trust U/A dated February 11, 1987 unto Jean Marie Tykeson, Eileen A. Cvancara, Beverly May Fretheim, Constance Rosencrans, Florence Rae Sinkler and Raymond O. Anderson, as tenants in common, recorded as Document #371960, Office of County Recorder, of Mountrail County, North Dakota, less and except any conveyances heretofore for made.

Reference is here made to that certain Right of Way and Easement Agreement dated February 19, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Mountrail County, North Dakota, such Prior Easement being filed of record as file number 419039, of the Deed Records of Mountrail County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so

chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 14 day of July, 2015.

GRANTOR:

Jean Marie Tykeson
Jean Marie Tykeson

ACKNOWLEDGMENT
(Individual)

State of Ca)
)ss
County of Santa Barbara)

BEFORE ME, the undersigned authority, on this day personally appeared Jean Marie Tykeson known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of July, 2015.

SUSAN CROMP
Commission # 2103648
Notary Public - California
Santa Barbara County
My Comm. Expires Apr 7, 2019

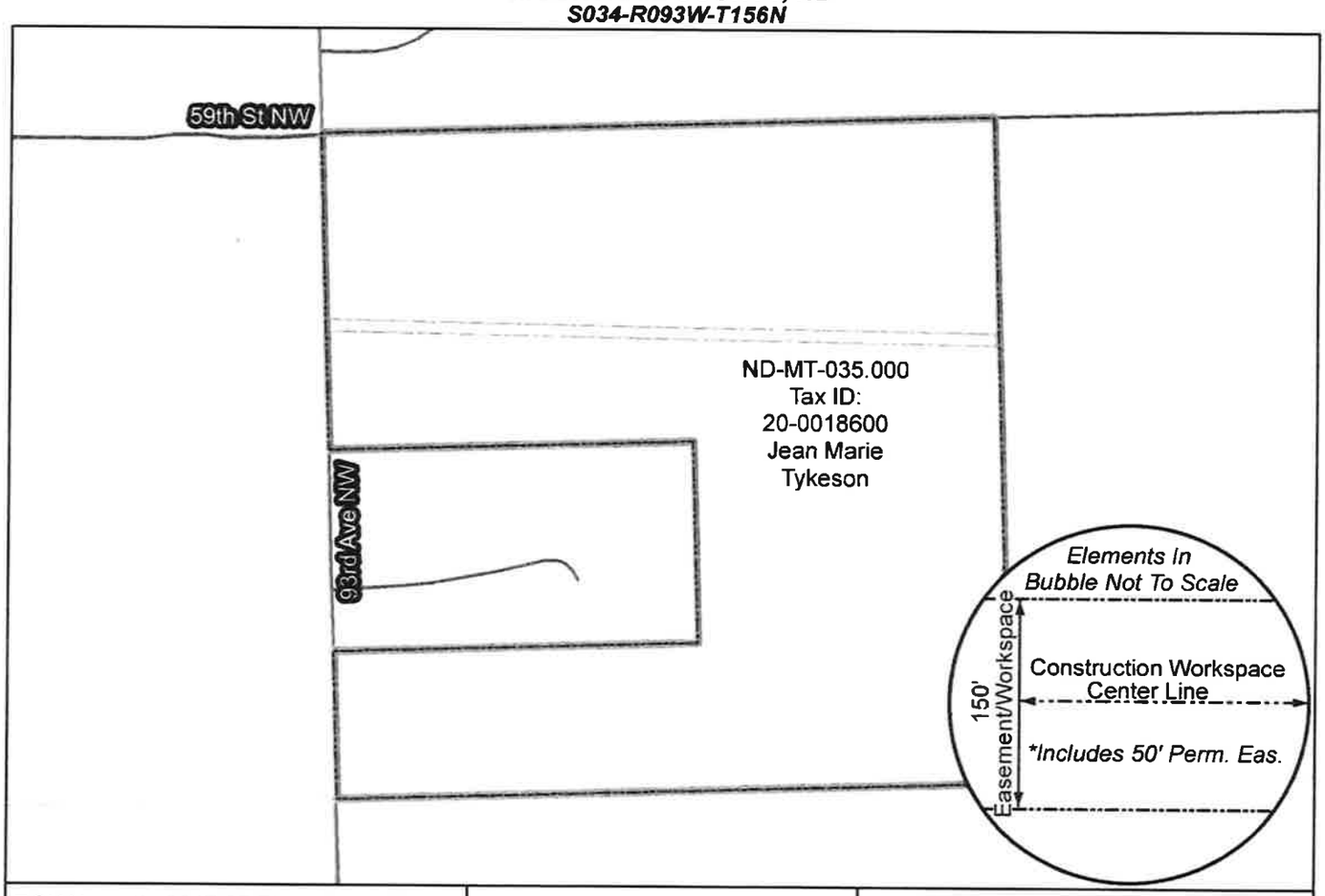
Susan Cromp
Notary Public

My Commission Expires: 4-7-2019

Exhibit A

MOUNTRAIL COUNTY, ND

S034-R093W-T156N



ROW Length: 2647.67 Ft. = 160.46 Rods
Proposed Permanent Easement: 3.04 Ac.
Temp Easement/ Workspace: 6.08 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Jean Marie Tykeson

Tract No.: ND-MT-035.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Tuesday, May 05, 2015 1:54:37 PM

County Recorder
Mountrail County
Stanley ND

County Recorder, Mountrail County ND. **420524**
I certify that this instrument was filed and recorded.
Melissa Vachal, County Recorder
By Melissa Vachal

Fee $28.00
9/1/2015 2:00 PM

COUNTY RECORDER
MOUNTRAIL COUNTY
STATE OF NORTH DAKOTA

CONTRACT LAND STAFF
2403 E THAYER AVE

BISMARCK ND 58501

419038
County Recorder
Mountrail County
Stanley ND
Page 1 of 8

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-036.000
PARCEL ID: 20-0018200
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated MARCH 14, 2015, is between **Rodney W. Barstad and Patricia M. Barstad, as joint tenants**, whose mailing **9151 62nd Street Northwest Ross, ND 58776-9044** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows.

All that certain lot, tract or parcel of land, containing 160.00 acres more or less, being situated in the Northeast Quarter (NE1/4) of Section Thirty-three (33), Township One Hundred Fifty-six (156) North, Range Ninety-three (93) West, more particularly described in Warranty Deed dated July 30th, 2002 from Bernice M. Hanson, a single person and Barbara J. Ward, a single person unto Rodney W. Barstad and Patricia M. Barstad, as joint tenants, recorded as Document #307581, office of County Recorder, of Mountrail County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline

Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in

fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 14th day of March, 2015.

GRANTOR:

Rodney W. Barstad

ACKNOWLEDGMENT

(Individual)

State of Arizona)
)ss
County of Pinal)

BEFORE ME, the undersigned authority, on this day personally appeared Rodney W Barstad known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of March, 2015.

OFFICIAL SEAL
REBECCA A. ENCINAS
Notary Public - State of Arizona
PINAL COUNTY
My Comm. Expires May 11, 2016

Notary Public

My Commission Expires: 5-11-2016

EXECUTED this 14th day of March, 2015.

GRANTOR:

Patricia M. Barstad

ACKNOWLEDGMENT

(Individual)

State of Arizona)
)ss
County of Pinal)

BEFORE ME, the undersigned authority, on this day personally appeared Patricia M Barstad known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of March, 2015.

OFFICIAL SEAL
REBECCA A. ENCINAS
Notary Public - State of Arizona
PINAL COUNTY
My Comm. Expires May 11, 2016

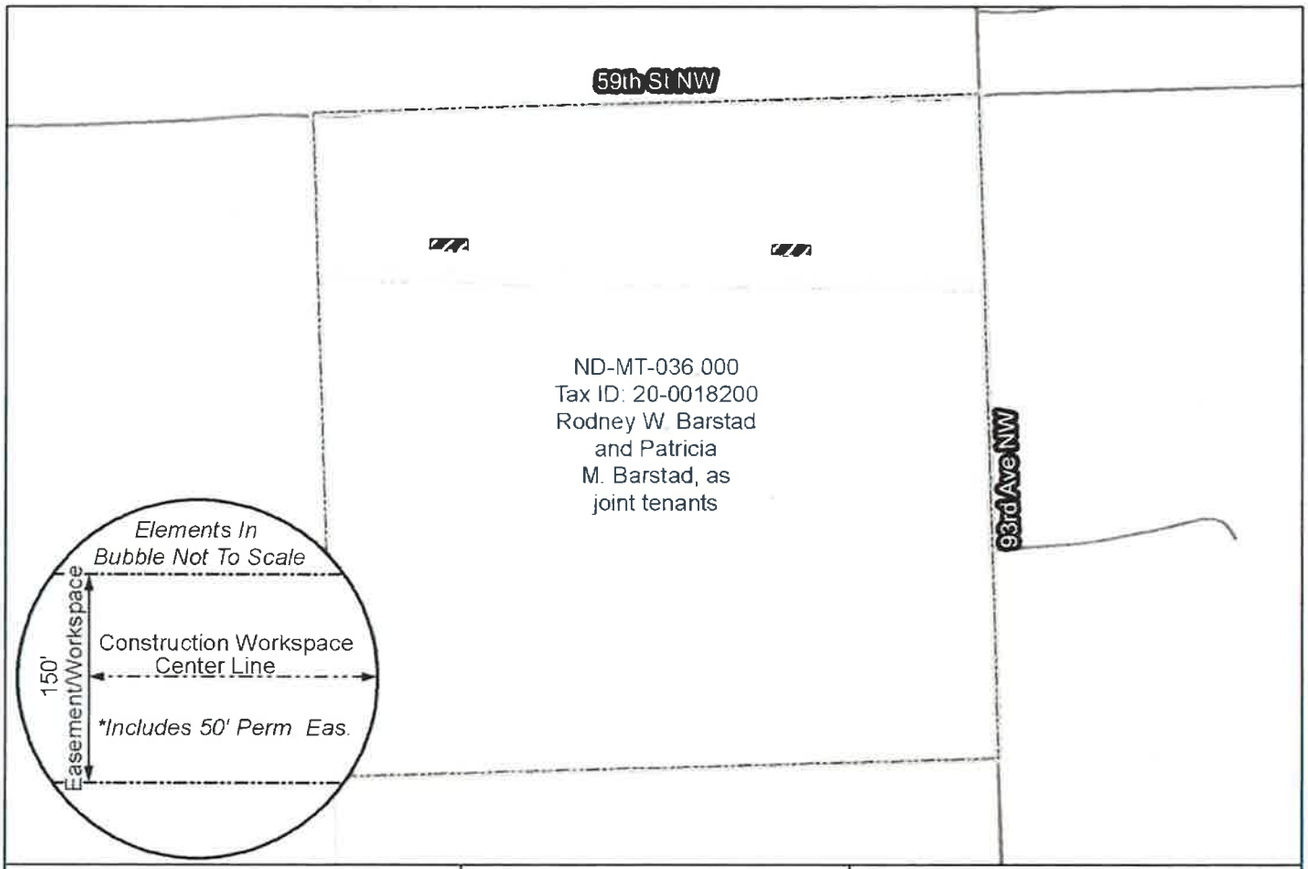
Notary Public

My Commission Expires: 5.11.2016

Exhibit A

MOUNTRAIL COUNTY, ND

S033-R093W-T156N



ROW Length: 2642.34 Ft. = 160.14 Rods
Proposed Permanent Easement: 3.03 Ac.
Temp Easement/ Workspace: 4.75 Ac
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Rodney W. Barstad and Patricia M. Barstad, as joint tenants

Tract No.: ND-MT-036.000

Property Boundaries

Proposed Permanent Easement

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Tuesday, May 05, 2015 1:57:44 PM

CONTRACT LAND STAFF
1100 WEISS AVENUE

BISMARCK ND 58503

422488
County Recorder
Mountrail County
Stanley ND
Page 1 of 8

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-037.000
PARCEL ID: 200017800, 200018000, 200018100
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated June 23, 2015, is between **Duane R. Liffrig and Doris E. Liffrig, husband and wife**, whose mailing address is **Box 991, Williston, ND 58802-0991.** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 320 acres of land, more or less, situated in the NE ¼ of Section 32 and the NW ¼ of Section 33, Township 156 N, Range 93 W, more particularly described in that Warranty Deed dated December 15, 1987 from Duane R. Liffrig to Duane R. Liffrig and Doris E. Liffrig, husband and wife, recorded as Document Number 267856 in Book 552 at Page 306 in the office of the Mountrail County, North Dakota Recorder, less and except any conveyance heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as

determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

County Recorder
Mountrail County
Stanley ND



5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in

fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 24th day of June, 2015.

GRANTOR:

Doris E. Liffrig

Doris E. Liffrig

ACKNOWLEDGMENT

(Individual)

State of ND)
)ss
County of Burleigh)

BEFORE ME, the undersigned authority, on this day personally appeared Doris E. Liffrig, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of June, 2015.

Mark T Plemel

Notary Public

My Commission Expires: 9/9/2020

MARK T PLEMEL
Notary Public
State of North Dakota
My Commission Expires Sept. 9, 2020

County Recorder
Mountrail County
Stanley ND

EXECUTED this 23rd day of JUNE, 2015.

GRANTOR:
Duane R. Liffrig

Sheila R. Hoffman, POA
By: Sheila R. Hoffman
As: Power of Attorney

John R Liffrig, POA
By: John R. Liffrig
As: Power of Attorney

ACKNOWLEDGMENT
(Individual)

State of ND)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Sheila Hoffman & John Liffrig and _____, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23rd day of June, 2015.

Mark T Plemel
Notary Public

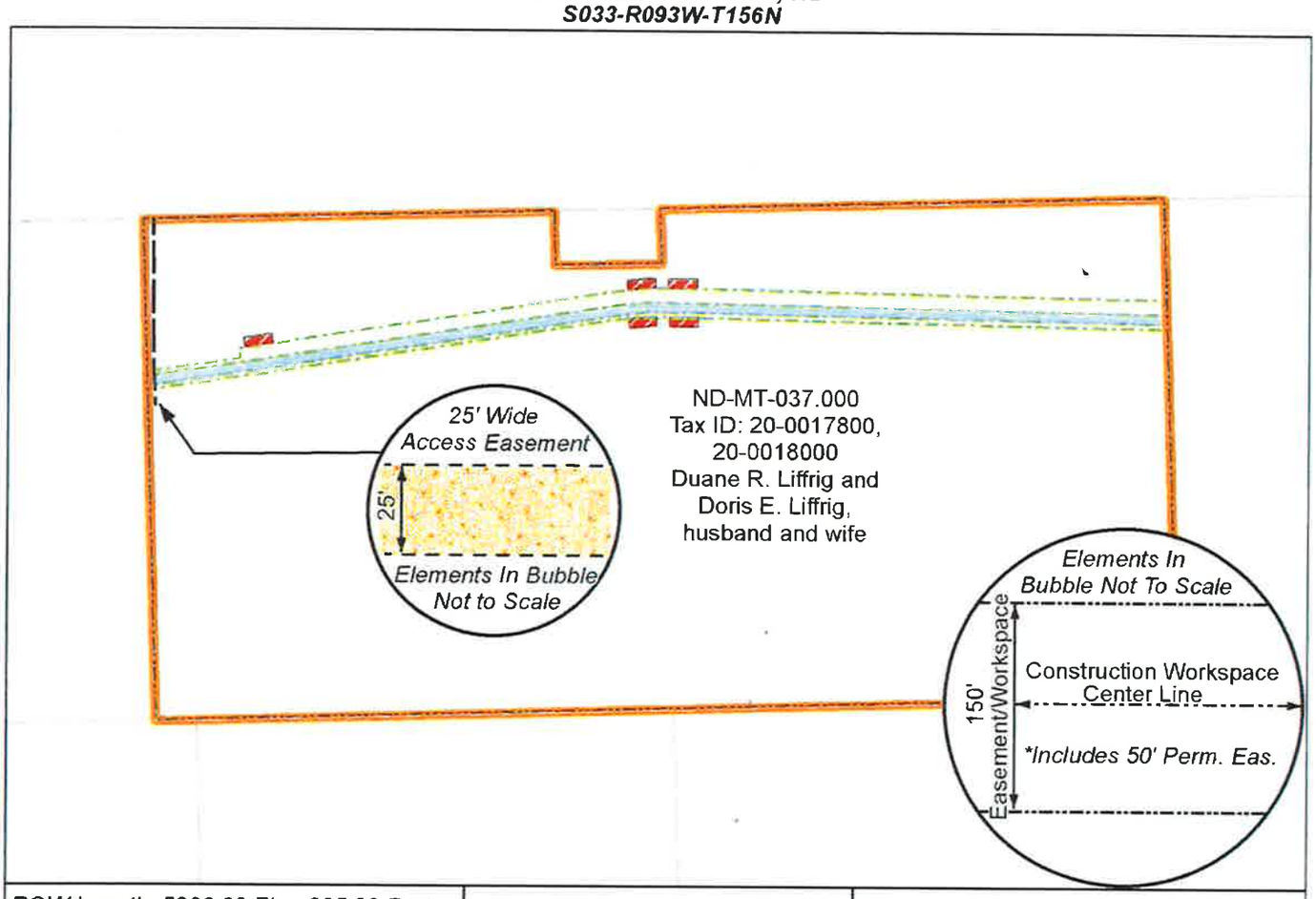
My Commission Expires: 9/9/2020

MARK T PLEMEL
Notary Public
State of North Dakota
My Commission Expires Sept. 9, 2020

Exhibit A

MOUNTRAIL COUNTY, ND

S033-R093W-T156N



ROW Length: 5366.09 Ft. = 325.22 Rods
Proposed Permanent Easement: 6.16 Ac.
Temp Easement/ Workspace: 11.77 Ac.
Add Temp Easement/ Workspace: 0.86 Ac.
25' Wide Access Easement Ln: 987.46 Ft.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Duane R. Liffrig and Doris E. Liffrig, husband and wife

Tract No.: ND-MT-037.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Saturday, June 06, 2015 11:39:41 AM

CONTRACT LAND STAFF
2403 E THAYER AVE

BISMARCK ND 58501

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-040.000
PARCEL ID: 200017400
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated February. 20th, 2015, is between **Shawn Iwen,** whose mailing address is **P.O. Box 212, Stanley, ND 58784,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, situated in the Northwest Quarter (NW1/4) of Section Thirty-two (32), Township One Hundred Fifty-six (156) North, Range Ninety-three (93) West of the 5th P.M., more particularly described in Warranty Deed dated December 13th, 2010 from Doris Quigley unto Shawn Iwen, recorded as Document #374708, office of County Recorder, of Mountrail County, North Dakota, less and except any conveyances heretofore for made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees to commence construction of its pipeline no later than five (5) years from the date of this Easement Agreement is executed; failure to so commence construction of the pipeline will result in easement termination unless the parties renegotiate the terms prior to the date of termination.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the

Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

EXECUTED this 20th day of February, 2015.

GRANTOR:

Shawn Iwen

ACKNOWLEDGMENT

(Individual)

State of Montrail ND)ss
County of _____)

BEFORE ME, the undersigned authority, on this day personally appeared Shawn Iwen, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of February, 2015.

Notary Public

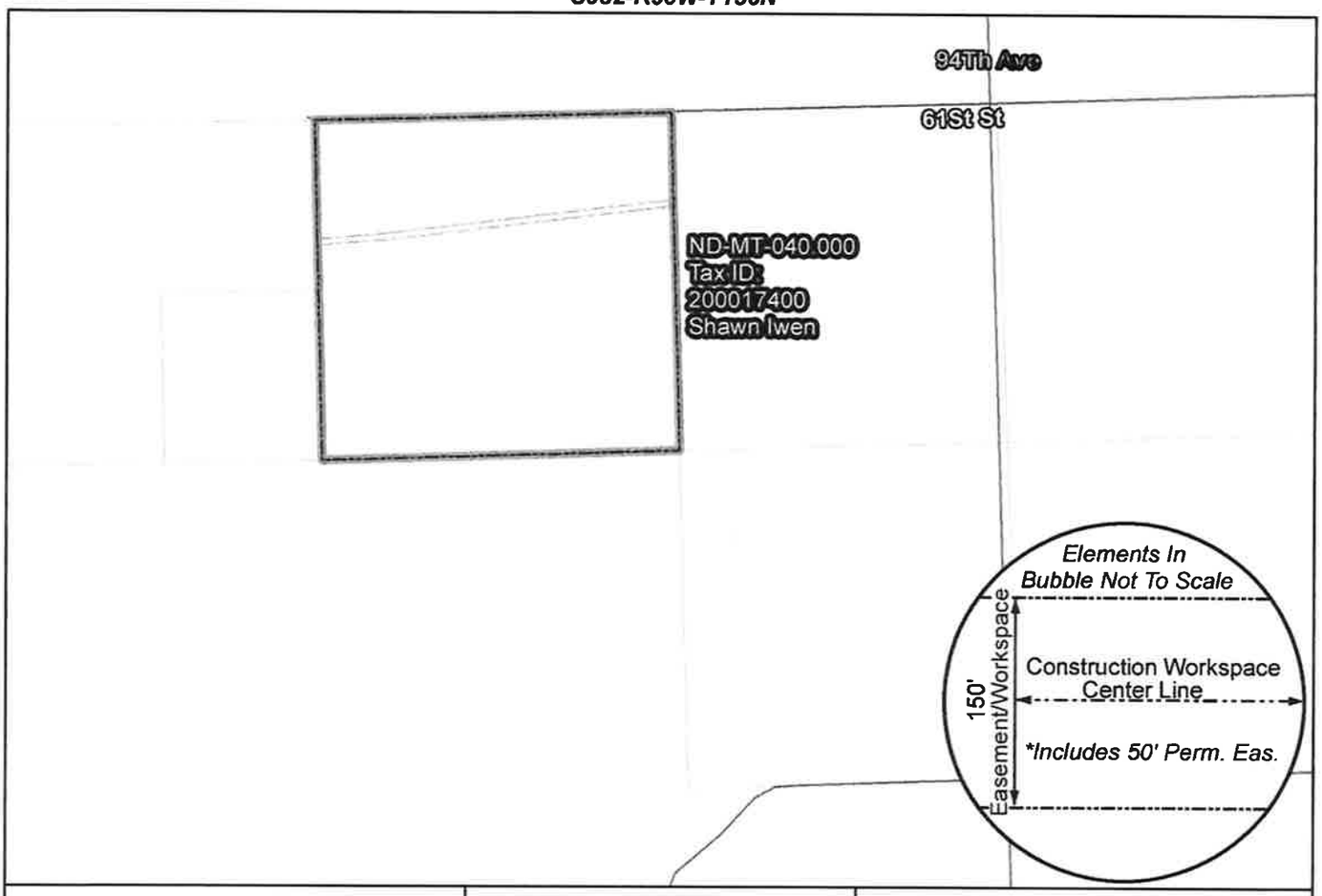
My Commission Expires: 9/9/2020

MARK T PLEMEL
Notary Public
State of North Dakota
My Commission Expires Sept. 9, 2020

Exhibit A

MOUNTRAIL COUNTY, ND

S032-R93W-T156N



ROW Length: 2756.19 Ft. = 167.04 Rods

Proposed Permanent Easement: 3.16 Ac.

Temp Easement/ Workspace: 6.33 Ac.

Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 500 1,000 2,000 Feet

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Shawn Iwen

Tract No.: ND-MT-040.000

- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

ED

Date Exported: Thursday, October 23, 2014 10:46:54 AM



County Recorder
Mountrail County
Stanley ND

419033

County Recorder, Mountrail County ND. **419033**
I certify that this instrument was filed and recorded.
Melissa Vachal, County Recorder
By Jan Taylor, Deputy

Fee $28.00
6/12/2015 1:00 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-041.000
PARCEL ID: 200016900, 200017000, 200017300
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated December 03, 2015, is between **Gene E. Brown also known as Gene Brown and Patricia K. Brown, individually and as husband and wife, as joint tenants and not as tenants in common** whose mailing address is **9561 61st Street Northwest, Ross, ND 58776** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), (iii) access easements not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement and not to exceed fifty feet (50') in width for access to and from the below described surface site ("Access Easement"), and (iv) a fifty foot by seventy five foot (50' x 75') surface site, such surface site to be used for valves, risers, meters, pumps, electric facilities and lines, and associated pipeline facilities and the Access Easement(s) to be for ingress and egress, power lines and electric transmission or generation lines as may be needed to supply power to the facilities located on the surface site. The Pipeline Easement, the Temporary Construction Easement, and the Access Easement and the surface site (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 314.02 acres of land, more or less, situated in Lots 01 and 02, the E½NW¼ and the NE¼ of Section 31, Township 156 North, Range 93 West, Mountrail County, North Dakota, more particularly described in that Warranty Deed dated April 13, 2005 from Ralph W. Brown to Gene E. Brown and Patricia K. Brown, as joint tenants, recorded as Document Number 315746 in Book 702 Page 704, Register of Deeds, Mountrail County, North Dakota, less and except any conveyance heretofore made.

Exhibit A attached hereto is a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement and the surface site. The precise location of the Temporary Construction Easement or "workspace" will be in an area

immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee may supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement and the surface site. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement and the surface site shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances and above or below ground powerlines (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement, and the surface site and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees to commence construction of its pipeline no later than five (5) years from the date of this Easement Agreement is executed; failure to so commence construction of the pipeline will result in easement termination unless the parties renegotiate the terms prior to the date of termination.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. Grantee shall have the right to install gates and fencing around the surface site.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses,

provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement and the surface site. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

JEB

EXECUTED this 3rd day of December, 2015.

GRANTOR:

Gene E. Brown

Gene E. Brown, a/k/a Gene Brown

Patricia K. Brown

Patricia K. Brown

ACKNOWLEDGMENT

State of N. Dakota)
)ss
County of Mountrail)

BEFORE ME, the undersigned authority, on this day personally appeared Gene E. Brown also known as Gene Brown and Patricia K. Brown, individually and as husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of December, 2015.

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

Sharon Starks

Notary Public

My Commission Expires: 12/30/20

CORE/1001095.0004/102405798.1

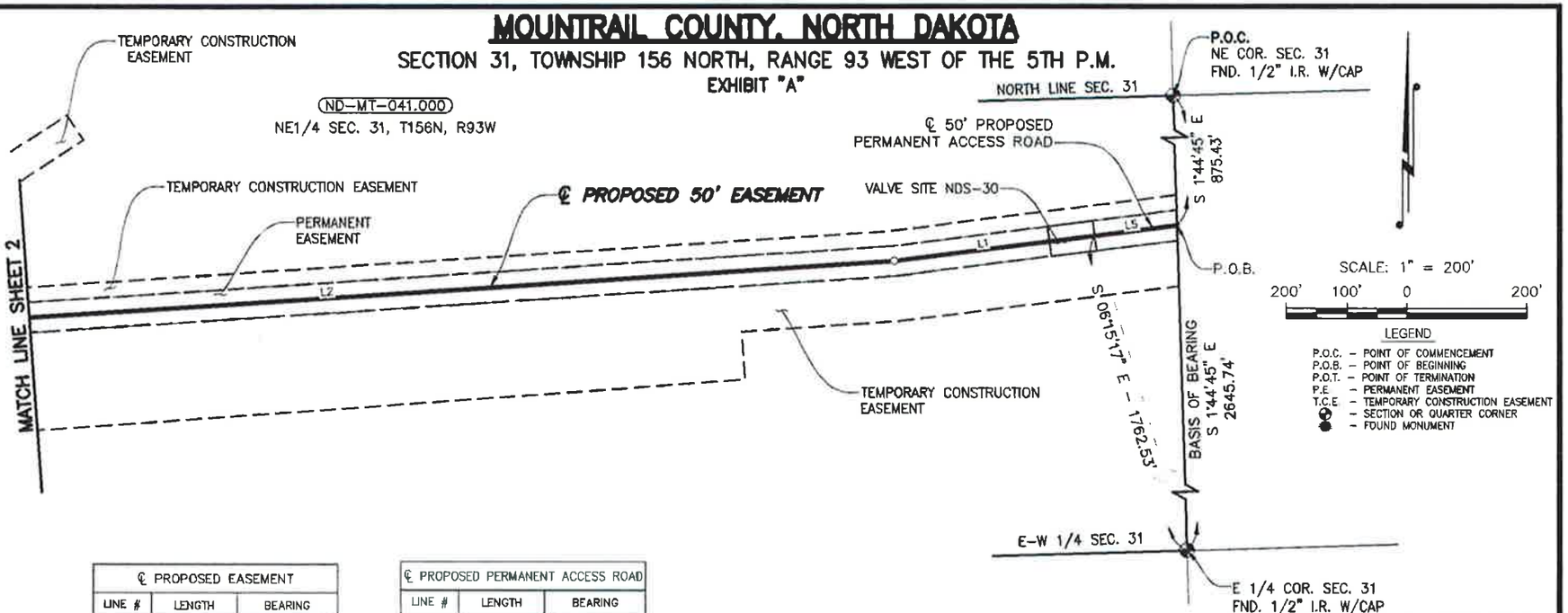
MOUNTRAIL COUNTY, NORTH DAKOTA

SECTION 31, TOWNSHIP 156 NORTH, RANGE 93 WEST OF THE 5TH P.M.

EXHIBIT "A"

(ND-MT-041.000)

NE1/4 SEC. 31, T156N, R93W



℄ PROPOSED EASEMENT		
LINE #	LENGTH	BEARING
L1	473.83'	S 82°47'56" W
L2	1893.23'	S 86°16'25" W
L3	1162.82'	S 56°34'33" W
L4	1843.07'	S 81°06'46" W

℄ PROPOSED PERMANENT ACCESS ROAD		
LINE #	LENGTH	BEARING
L5	139.19'	S 82°47'56" W

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

SHEET 1 OF 4

LENGTH OF PROPOSED PIPELINE: 5372.95 FEET = 325.63 RODS
PERMANENT EASEMENT: (6.17 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (16.07 AC.)
VALVE SITE: (0.09 AC.)
ACCESS ROAD: (0.16 AC.)

REV.	DATE	BY	DESCRIPTION	CHK.
1	11/20/15	JTM	USE/ ACQUISITION	CH
0	11/18/15	JTM	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM EPC

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT

LOTS 1 & 2, E1/2 NW1/4, NE1/4, SEC. 31, T156N, R93W

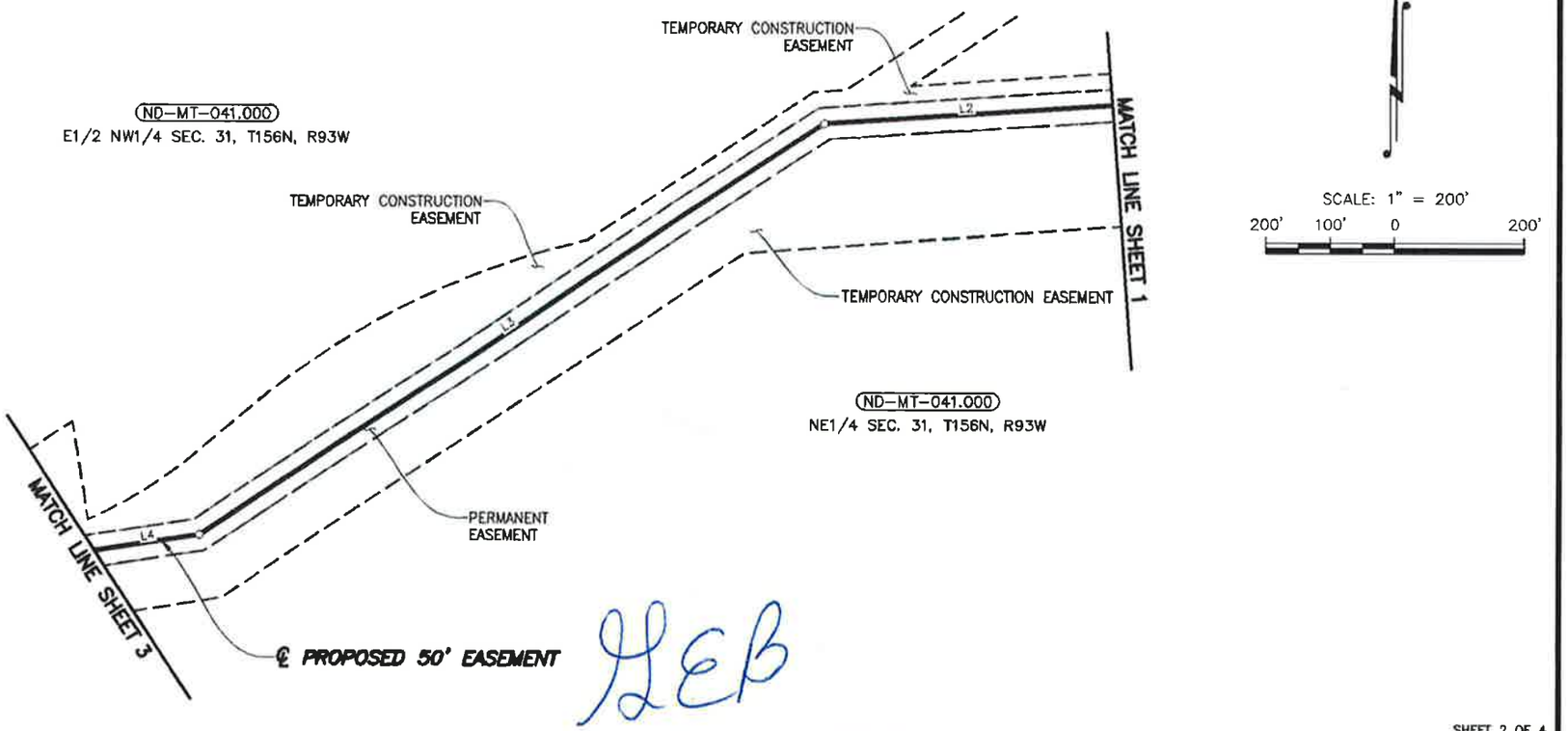
MOUNTRAIL COUNTY NORTH DAKOTA

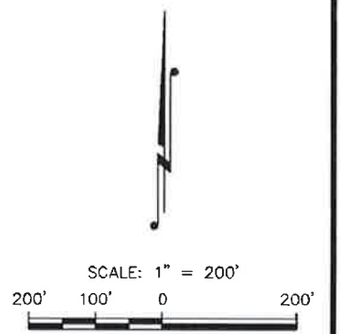
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CHECKED BY: DH	DATE: 11/18/15		
SCALE: 1" = 200'	APP.: CH		

FILE: \\mustangeng.com\gis\HDN\Pipeline\Projects\103957\DISCIPLINE\CAD\DRAWINGS\04-PROPERTY PLAT\NORTH DAKOTA\MOUNTRAIL COUNTY\BROWN-ND-MT-041.000.PAR.WR.dwg PLOT: 1

MOUNTRAIL COUNTY, NORTH DAKOTA

SECTION 31, TOWNSHIP 156 NORTH, RANGE 93 WEST OF THE 5TH P.M.





LEB

SHEET 2 OF 4

REV.	DATE	BY	DESCRIPTION	CHK.
1	11/20/15	JTM	USE/ ACQUISITION	CH
0	11/18/15	JTM	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM #EPC

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT

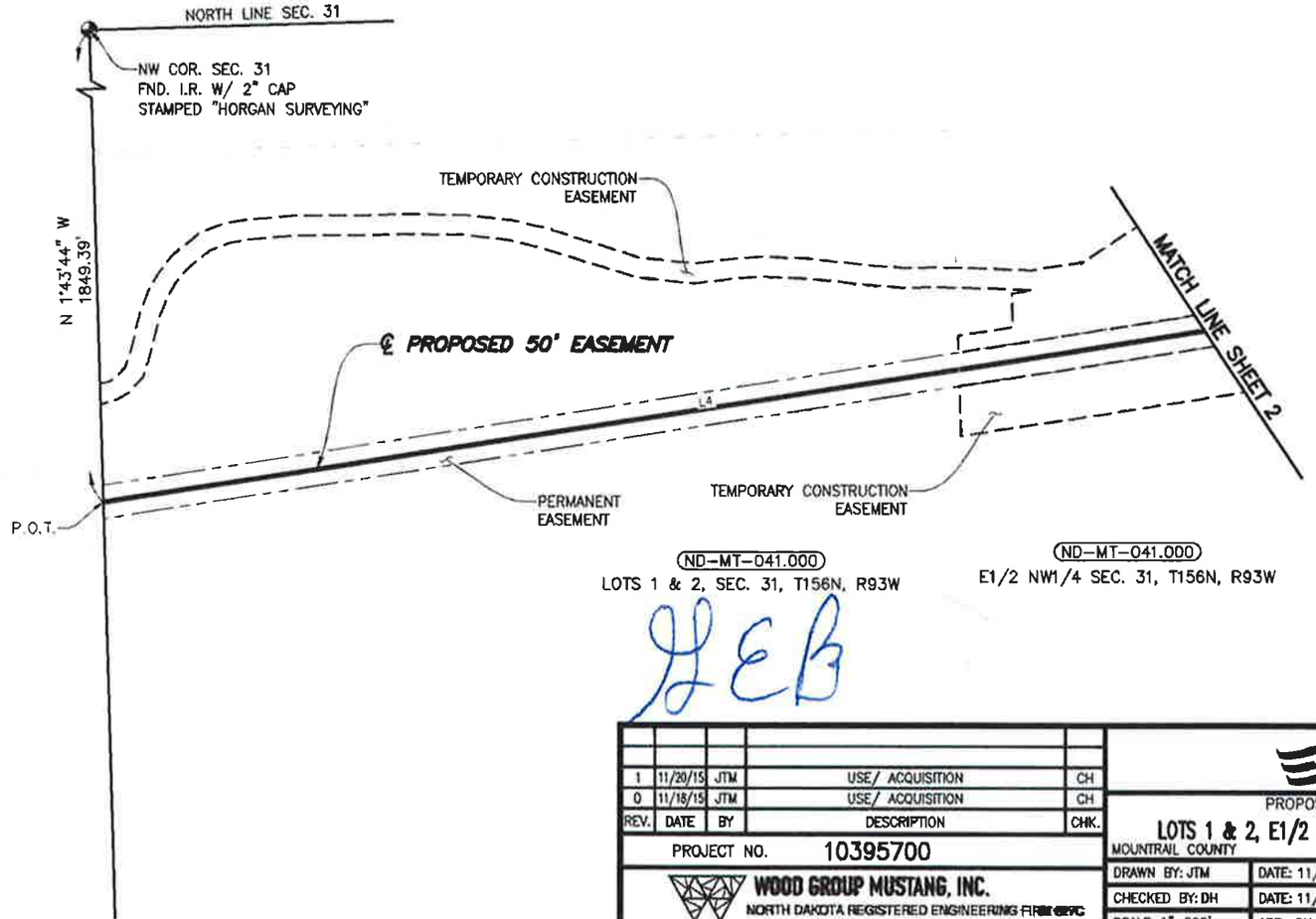
LOTS 1 & 2, E1/2 NW1/4, NE1/4, SEC. 31, T156N, R93W
MOUNTRAIL COUNTY NORTH DAKOTA

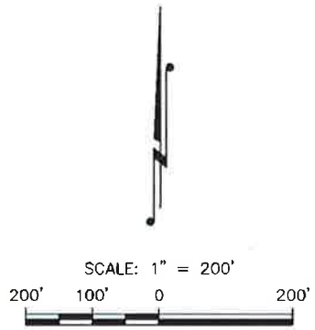
DRAWN BY: JTM	DATE: 11/18/15	DWG. NO. BROWN-ND-MT-041.000.PAR.WR	REV. 1
CHECKED BY: DH	DATE: 11/18/15		
SCALE: 1"=200'	APP.: CH		

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MOUNTRAIL COUNTY, NORTH DAKOTA

SECTION 31, TOWNSHIP 156 NORTH, RANGE 93 WEST OF THE 5TH P.M.





SHEET 3 OF 4

REV.	DATE	BY	DESCRIPTION	CHK.
1	11/20/15	JTM	USE/ ACQUISITION	CH
0	11/18/15	JTM	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6570

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT

LOTS 1 & 2, E1/2 NW1/4, NE1/4, SEC. 31, T156N, R93W
MOUNTRAIL COUNTY NORTH DAKOTA

DRAWN BY: JTM	DATE: 11/18/15	DWG. NO. BROWN-ND-MT-041.000.PAR.WR	REV. 1
CHECKED BY: DH	DATE: 11/18/15		
SCALE: 1"=200'	APP.: CH		

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MOUNTRAIL COUNTY, NORTH DAKOTA

SECTION 31, TOWNSHIP 156 NORTH, RANGE 93 WEST OF THE 5TH P.M.

℄ Proposed 50' Easement:
Commencing at a 1/2 inch iron rod with cap found at the Northeast corner of Section 31; thence S01°44'45"E 875.43 feet along the East line of Section 31 to the Point of Beginning; thence S82°47'56"W 473.83 feet along the centerline of said permanent easement to a point; thence S86°16'25"W 1893.23 feet to a point; thence S56°34'33"W 1162.82 feet to a point; thence S81°06'46"W 1843.07 to the Point of Termination in the West line of Section 31 from which an iron rod with a 2" cap Stamped "Horgan Surveying" found at the Northwest corner of said Section 31 bears N01°43'44"W 1849.39 feet. Said Permanent Easement contains 6.17 Acres, more or less.

℄ Proposed 50' Access Easement:
Commencing at a ½ inch iron rod found at the Northeast corner of Section 31; thence S01°44'45"E 875.43 feet along the East line of Section 31 to the Point of Beginning; thence S82°47'56"W 139.19 feet along the centerline of said fifty (50') foot access easement to the Point of Termination in the east line of a Valve Site NDS-30 from which a 1/2 inch iron rod with cap stamped "Kadrmas Lee and Jackson 3214" found at the East Quarter Corner of Section 31 bears S06°15'17"E 1762.53 feet. Said Fifty (50') foot Access Easement contains 0.16 Acres, more or less.

COUNTY RECORDER
MOUNTRAIL COUNTY
STATE OF NORTH DAKOTA

423410

County Recorder
Mountrail County
Stanley ND

County Recorder, Mountrail County ND. **423410**
I certify that this instrument was filed and recorded.
Melissa Vachal, County Recorder
By Melissa Vachal

Fee $34.00
2/16/2016 2:45 PM

SHEET 4 OF 4

REV.	DATE	BY	DESCRIPTION	CHK.
1	11/20/15	JTM	USE/ ACQUISITION	CH
0	11/18/15	JTM	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6276

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
LOTS 1 & 2, E1/2 NW1/4, NE1/4, SEC. 31, T156N, R93W
MOUNTRAIL COUNTY NORTH DAKOTA

DRAWN BY: JTM	DATE: 11/18/15	DWG. NO. BROWN-ND-MT-041.000.PAR.WR	REV. 1
CHECKED BY: DH	DATE: 11/18/15		
SCALE: N.T.S.	APP.: CH		

FILE: \\mustangeng.com\gbl\HOU\Pipeline\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY PLAT\NORTH DAKOTA\MOUNTRAIL COUNTY\BROWN-ND-MT-041.000.PAR.WR.dwg PLOT DATE: 11/21/2015 BY: WUALLEN, MIKE

EXHIBIT H-1(b)

Reroute Location 22

CONTRACT LAND STAFF
1100 WEISS AVENUE

BISMARCK ND 58503

421729
County Recorder
Mountrail County
Stanley ND
Page 1 of 8

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-050.000
PARCEL ID: 21-0017300
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated Aug 16th, 2016 2015. is between **Francis Gerald Zunich and Carol Faye Zunich, as joint tenants,** whose mailing address is **1221 Park Place, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002. and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration. the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"). and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold. and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing. reconstructing, installing. realigning. modifying. replacing only in connection with repair. improving, . operating, maintaining, accessing. inspecting, patrolling. protecting, repairing, . abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities. in, over, through, across. under. and along land owned by the Grantor (hereafter the "Grantor's Property"). which is more particularly described as follows:

All that certain lot, tract or parcel of land. containing 160 acres of land. more or less. situated in the South Half of the Northeast Quarter (S1/2NE1/4) and the North Half of the Southeast Quarter (N1/2SE1/4) of Section Thirty-three (33). Township One Hundred Fifty-six (156) North. Range Ninety-four (94) West of the 5th P.M., more particularly described in Quit Claim Deed dated December 6, 2012 from Vernon O. Zunich and Ardis H. Zunich, as Trustees of the Vern and Ardis Zunich Trust U/A Dated September 27. 2010 to Francis Gerald Zunich and Carol Faye Zunich. as joint tenants, recorded as Document No. 396344. Office of County Recorder. Mountrail County. North Dakota. less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement. Temporary Construction Easement. and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement. and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. For the same consideration, Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a temporary road access on, over, through, across and along the property, being twenty five feet (25') in width, twelve and one half feet (12.5') on each side of the centerline of said road access, as more particularly depicted in Exhibit "A", for Grantee and its employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it, the right of ingress, egress, entry and access in, to, through, on, over, and across the road for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting and repairing the pipeline (the "Road Access Easement").

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

10. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be ninety nine years (99), and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15 In accordance with the provisions of Section 47-05-02.1 of the North Dakota Century Code, the duration of the easement granted herein is limited to ninety nine (99) years.

16. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

17. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

18. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

19. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

20. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 6th day of August, 2015.

GRANTOR:

Francis Gerald Zunich

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Francis Gerald Zunich, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th day of August, 2015.

Notary Public

GRANT SMITH
Notary Public
State of North Dakota
My Commission Expires December 16, 2020

My Commission Expires: Dec 16, 2020

EXECUTED this 6th day of August, 2015.

GRANTOR:

Carol F. Zunich

Carol Faye Zunich

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Carol Faye Zunich. known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th day of August, 2015.

Grant Smith

Notary Public

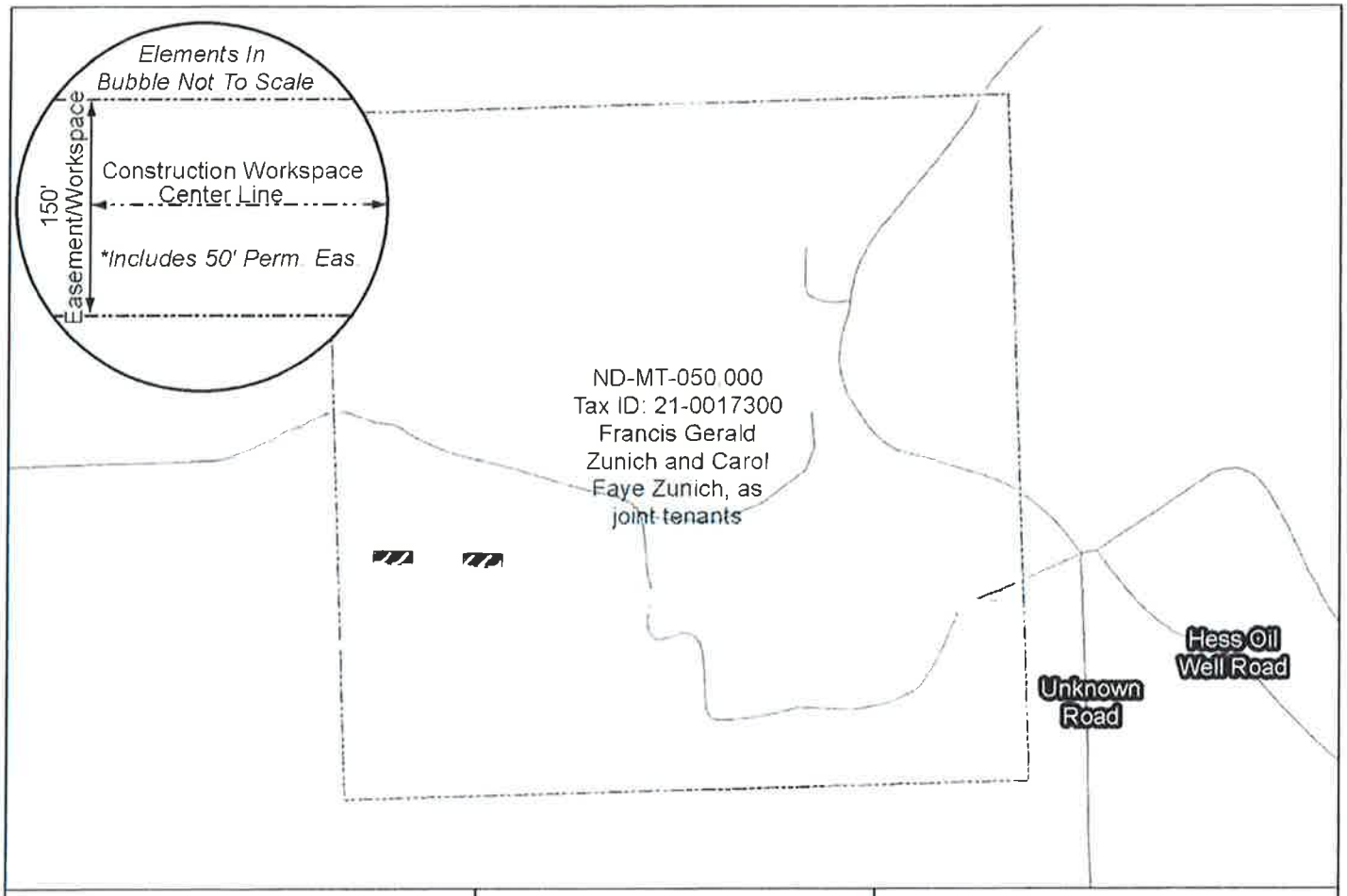
My Commission Expires: Dec 16, 2020

GRANT SMITH
Notary Public
State of North Dakota
My Commission Expires December 16, 2020

Exhibit A

MOUNTRAIL COUNTY, ND

S033-R094W-T156N



ROW Length: 2651.78 Ft = 160.71 Rods
Proposed Permanent Easement: 3.04 Ac
Temp Easement/ Workspace: 6.08 Ac.
Add Temp Easement/ Workspace: 0.34 Ac

Areal calculations and linear distances were calculated using NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Francis Gerald Zunich and Carol Faye Zunich, as joint tenants

Tract No.: ND-MT-050.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement

8-6-15
Landowner Initials
8-6-15

Date Exported: Friday, July 31, 2015 2:38:37 PM



County Recorder
Mountrail County
Stanley ND

421729

County Recorder, Mountrail County ND. **421729**
I certify that this instrument was filed and recorded.
Melissa Vachal, County Recorder
By Jan Taylor, Deputy

Fee $31.00
11/2/2015 11:10 AM

CONTRACT LAND STAFF
1100 WEISS AVENUE

BISMARCK ND 58503

421730
County Recorder
Mountrail County
Stanley ND
Page 1 of 8

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-051.000
PARCEL ID: 21-0017200
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated Aug 6 2015, 2015, is between **Francis Gerald Zunich and Carol Faye Zunich, as joint tenants,** whose mailing address is **1221 Park Place, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing only in connection with repair, improving, , operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, , abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, situated in the Southwest Quarter (SW1/4) of Section Thirty-three (33), Township One Hundred Fifty-six (156) North, Range Ninety-four (94) West of the 5th P.M., more particularly described in Quit Claim Deed dated December 6, 2012 from Vernon O. Zunich and Ardis H. Zunich, as Trustees of the Vern and Ardis Zunich Trust U/A Dated September 27, 2010 to Francis Gerald Zunich and Carol Faye Zunich, as joint tenants, recorded as Document #396344, Office of County Recorder, Mountrail County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline. Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey. and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor. to file Exhibit A-1 by affidavit. to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit. amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents. employees, designees. contractors. guests, invitees, successors and assigns. and all those acting by or on behalf of it for the purposes of accessing. establishing, laying. constructing, reconstructing, installing. realigning, modifying. replacing, improving. altering. substituting. operating, maintaining, accessing, inspecting. patrolling. protecting, repairing. changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas. natural gas liquids. hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement. such that the centerline of the pipeline may not, in all instances. lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A: but regardless of the location of the pipeline. the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over. through. across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing. then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey. conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads. pipeline and aerial markers will be placed on Grantor`s property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection. or foreign pipeline crossings when reasonable to do so.

2. Further. Grantee shall have the right to construct. maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to. through, on. over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement. if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property. may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate. and if any gate across the Access Easement is locked. Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4 The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary. conveyed by Grantor and any and all damages to the Grantor's Property. excluding the Easements.

Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. For the same consideration, Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a temporary road access on, over, through, across and along the property, being twenty five feet (25') in width, twelve and one half feet (12.5') on each side of the centerline of said road access, as more particularly depicted in Exhibit "A", for Grantee and its employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it, the right of ingress, egress, entry and access in, to, through, on, over, and across the road for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting and repairing the pipeline (the "Road Access Easement").

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or

prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

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11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be ninety nine years (99), and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. In accordance with the provisions of Section 47-05-02.1 of the North Dakota Century Code, the duration of the easement granted herein is limited to ninety nine (99) years.

16. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

17. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

18. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

19. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

20. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this

Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 6th day of August, 2015.

GRANTOR:

Francis Gerald Zunich

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Francis Gerald Zunich known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th day of August, 2015.

Notary Public

GRANT SMITH
Notary Public
State of North Dakota
My Commission Expires December 16, 2020

My Commission Expires: Dec 16, 2020

EXECUTED this 6th day of August, 2015.

GRANTOR:

Carol F. Zunich

Carol Faye Zunich

ACKNOWLEDGMENT

State of North Dakota
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Carol Faye Zunich, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th day of August, 2015.

Notary Public

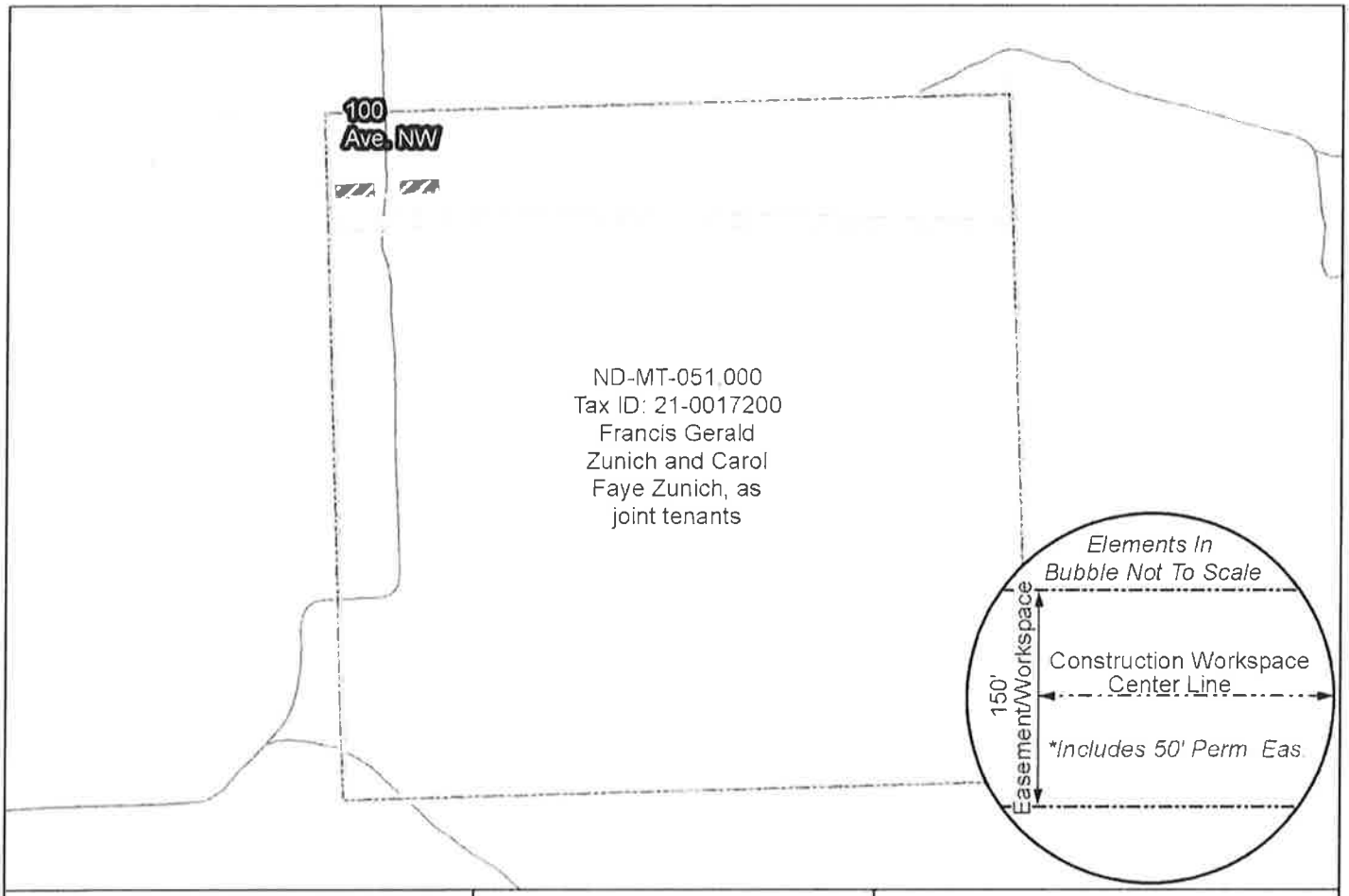
GRANT SMITH
Notary Public
State of North Dakota
My Commission Expires December 16, 2020

My Commission Expires Dec 16, 2020

Exhibit A

MOUNTRAIL COUNTY, ND

S033-R094W-T156N



ROW Length: 2643.31 Ft = 160.2 Rods
Proposed Permanent Easement: 3 03 Ac.
Temp Easement/ Workspace: 6 07 Ac.
Add Temp Easement/ Workspace: 0 34 Ac

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Francis Gerald Zunich and Carol Faye Zunich, as joint tenants

Tract No.: ND-MT-051 000

Property Boundaries

Proposed Permanent Easement

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement

8-6-15

Landowner Initials 8-6-15

Date Exported: Friday, July 31, 2015 2:44:34 PM



County Recorder
Mountrail County
Stanley ND

421730



County Recorder, Mountrail County ND. **421730**
I certify that this instrument was filed and recorded.
Melissa Vachal, County Recorder
By Jan Taylor, Deputy

Fee $31.00
11/2/2015 11:10 AM

CONTRACT LAND STAFF
1100 WEISS AVENUE

BISMARCK ND 58503

421727
County Recorder
Mountrail County
Stanley ND
Page 1 of 8

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-052.000
PARCEL ID: 210016500
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated August 5, 2015, is between **Omar J. Hanson and Janice L. Hanson, husband and wife, as joint tenants,** whose mailing address is **P.O. Box 11, McGregor, ND 58755,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 147.95 acres of land, more or less, situated in the SE¼, Section 32, Township 156 North, Range 94 West of the 5th P.M., Mountrail County, North Dakota, more particularly described in Quit Deed dated December 12, 2002 from Omar J. Hanson and Janice L. Hanson, husband and wife, to Omar J. Hanson and Janice L. Hanson, husband and wife, as joint tenants recorded as Document Number 308079, office of County Recorder, Mountrail County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as

determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 5th day of August, 2015.

GRANTOR:

Omar J. Hanson
Omar J. Hanson

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Omar J. Hanson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5th day of August, 2015.

Dan Walters
Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

County Recorder
Mountrail County
Stanley ND

EXECUTED this 5th day of August, 2015.

GRANTOR:

Janice L. Hanson
Janice L. Hanson

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Janice L. Hanson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5th day of August, 2015.

Dan Walters
Notary Public

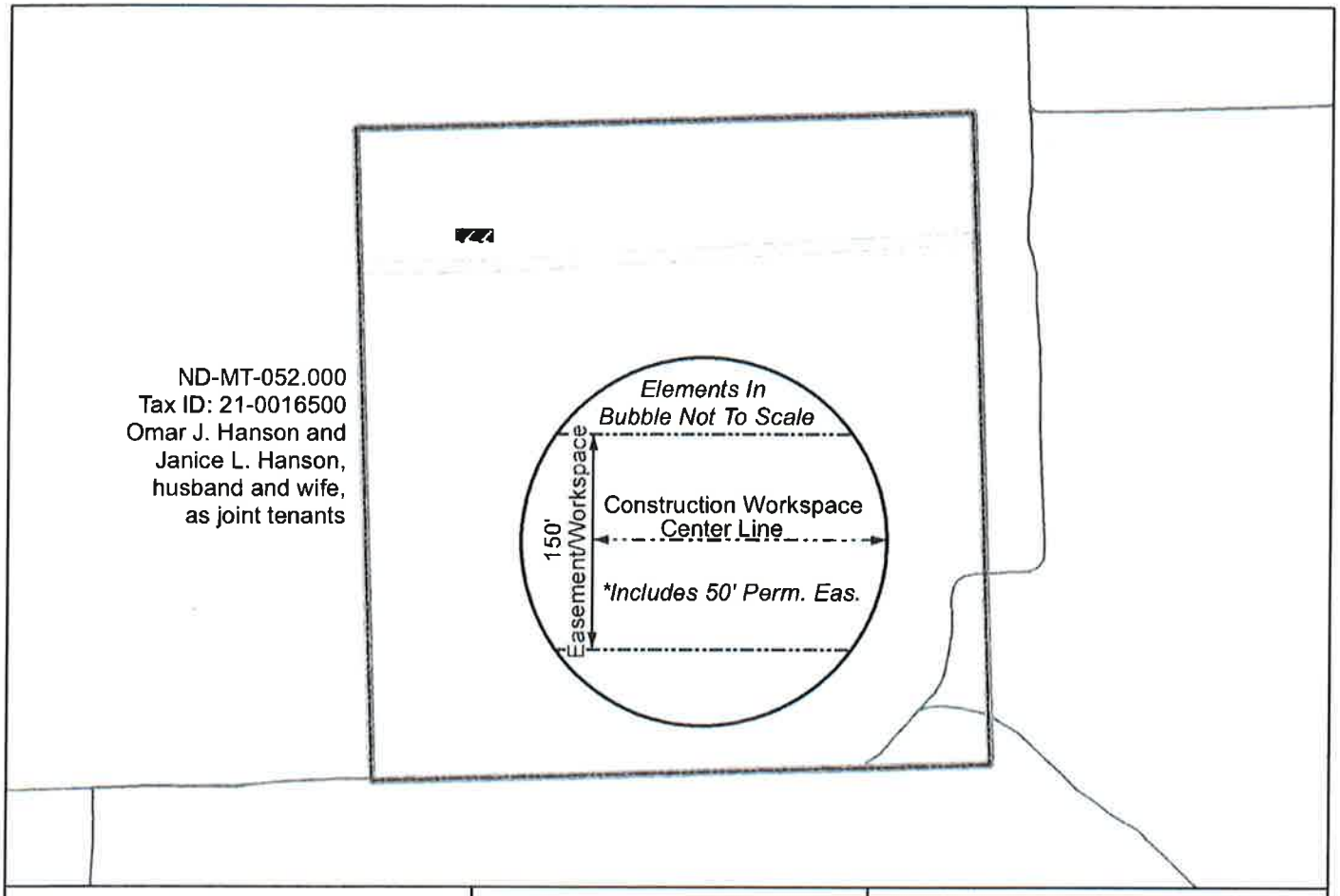
My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

Exhibit A

MOUNTRAIL COUNTY, ND

S032-R094W-T156N



ROW Length: 2640 Ft. = 160.00 Rods
Proposed Permanent Easement: 3.03 Ac.
Temp Easement/ Workspace: 6.06 Ac. Add Temp Easement/ Workspace: 0.17 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Omar J. Hanson and Janice L. Hanson, husband and wife, as joint tenants

Tract No.: ND-MT-052.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

JLH OTH
Landowner Initials

Date Exported: Thursday, June 04, 2015 7:40:35 AM

MOUNTRAIL COUNTY

County Recorder
Mountrail County
Stanley ND

421727

County Recorder, Mountrail County ND. **421727**
I certify that this instrument was filed and recorded.
Melissa Vachal, County Recorder
By Jan Taylor, Deputy

Fee $31.00
11/2/2015 11:10 AM

CONTRACT LAND STAFF
1100 WEISS AVENUE
BISMARCK ND 58503

421728
County Recorder
Mountrail County
Stanley ND
Page 1 of 8

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-053.000
PARCEL ID: 210016800
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated August 17, 2015, is between **Charles Ramberg and Roberta Ramberg, as joint tenants,** whose mailing address is **5960 101st Avenue Northwest, White Earth, ND 58794,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, situated in the SW¼ of Section 32, Township 156 North, Range 94 West., County of Mountrail, State of North Dakota, more particularly described in Warranty Deed dated July 08, 1997 from Maynard Nesvik, single unto Charles Ramberg and Roberta Ramberg, as joint tenants, and not as tenants in common, recorded as Document Number 297724, office of County Recorder, of Mountrail County, North Dakota, less and except any conveyances heretofore for made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements.

Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 17th day of August, 2015.

GRANTOR:

Charles Ramberg

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Mountrail)

BEFORE ME, the undersigned authority, on this day personally appeared Charles Ramberg, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of August, 2015.

Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

EXECUTED this 17th day of August, 2015.

GRANTOR:

Roberta Ramberg

Roberta Ramberg

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Mountrail)

BEFORE ME, the undersigned authority, on this day personally appeared Roberta Ramberg, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of August, 2015.

Dan Walters

Notary Public

My Commission Expires: 12/17/2020

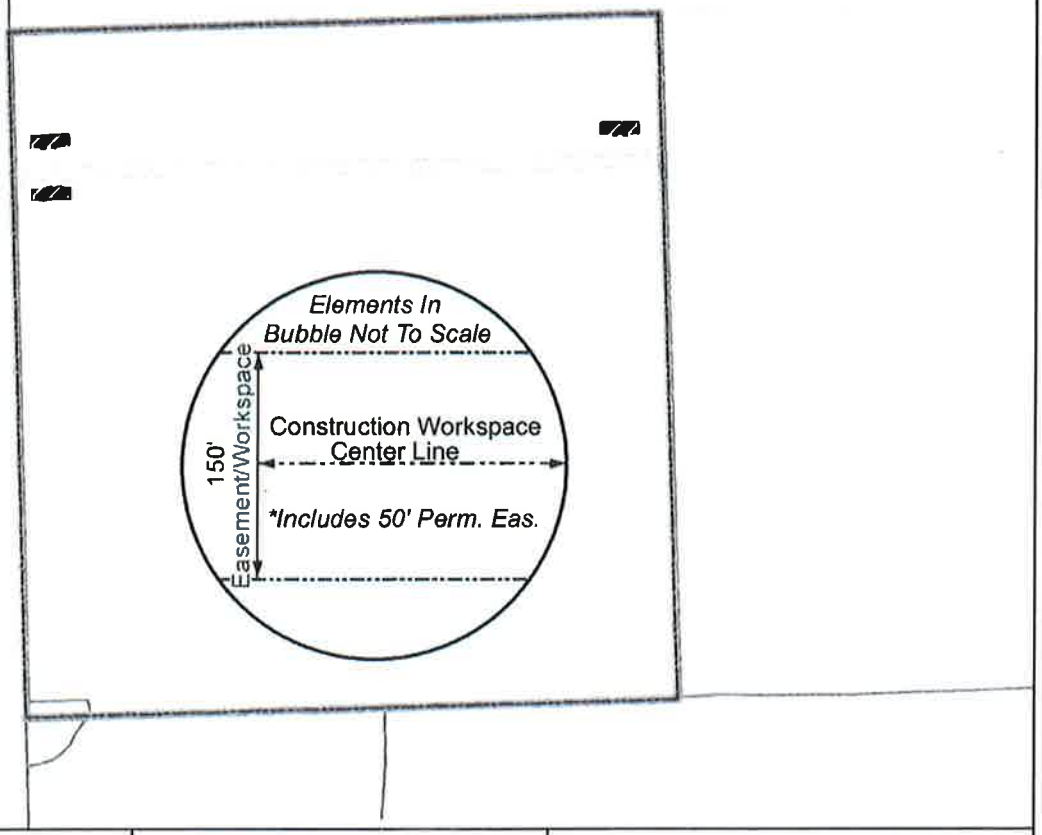
DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

Exhibit A

MOUNTRAIL COUNTY, ND

S032-R094W-T156N

ND-MT-053.000
Tax ID: 210016800
Charles Ramberg and Roberta Ramberg, as joint tenants, and not as tenants in common



ROW Length: 2640 Ft. = 160.00 Rods
Proposed Permanent Easement: 3.03 Ac.
Temp Easement/ Workspace: 6.06 Ac. Add Temp Easement/ Workspace: 0.52 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Charles Ramberg and Roberta Ramberg, as joint tenants, and not as tenants in

Tract No.: ND-MT-053.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Thursday, June 04, 2015 7:41:16 AM



County Recorder
Mountrail County
Stanley ND

421728

County Recorder, Mountrail County ND. **421728**
I certify that this instrument was filed and recorded.
Melissa Vachal, County Recorder
By Jax Taylor, Deputy

Fee $31.00
11/2/2015 11:10 AM

CONTRACT LAND STAFF
1100 WEISS AVENUE

BISMARCK ND 58503

422489
County Recorder
Mountrail County
Stanley ND
Page 1 of 11

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MT-054.000, 055.000
PARCEL ID: 21-0016200, 21-0016400
COUNTY: Mountrail

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated September 23rd, 2015, is between **Benjamyn L. Miller,** whose mailing address is 16033 1st Street Southeast, Hillsboro, ND 58045, (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of (within the boundaries of the Pipeline Easement), abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 309.94 acres of land, more or less, situated in the E1/2SE1/4; W1/2SE1/4; E1/2SW1/4; Lot 3 and Lot 4, Section 31, Township 156 North, Range 94 West, more particularly described in Trustee's Deed dated January 23, 2007 from Rodney H. Miller, as Successor Trustee of the Agnes J. Hanson Irrevocable Adverse Claims Trust dated June 15, 1993 and as Successor Trustee to "Agnes J. Hanson Trustee, UDT dated June 15, 1993," aka "Agnes J. Hanson, Trustee of the Agnes J. Hanson Trust, dated June 15, 1993," to Benjamyn L. Miller, recorded under Document No. 328631, Office of the Recorder, Mountrail County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area

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immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25'outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

County Recorder
Mountrail County
Stanley ND



4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement occurring during the original construction of the pipeline. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

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County Recorder
Mountrail County
Stanley ND

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11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

County Recorder
Mountrail County
Stanley ND

EXECUTED this 23rd day of September, 2015.

GRANTOR:

Benjamyn L. Miller

GRANTEE

DAKOTA ACCESS, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Traill)

BEFORE ME, the undersigned authority, on this day personally appeared Benjamyn L. Miller, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23rd day of September, 2015.

DANIEL WELLS
Notary Public
State of North Dakota
My Commission Expires Sept. 02, 2020

Notary Public

My Commission Expires: 09/02/2020

County Recorder
Mountrail County
Stanley ND

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of October, 2015.

DONNA WALTERS
Notary Public, State of Texas
My Commission Expires
March 04, 2016

Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT "B"

TO

EASEMENT AGREEMENT

This Agreement is attached to and by reference made a part of the Easement Agreement dated September 23rd, 2015, by and between BENJAMYN L. MILLER., Grantor, and DAKOTA ACCESS, LLC, Grantee, covering the following described tract of land situated in Mountrail County, North Dakota, to-wit:

All that certain lot, tract or parcel of land, containing 309.94 acres of land, more or less, situated in the E½SE¼; W½SE¼; E½SW¼; Lot 3 and Lot 4, Section 31, Township 156 North, Range 94 West, more particularly described in Trustee's Deed dated January 23, 2007 from Rodney H. Miller, as Successor Trustee of the Agnes J. Hanson Irrevocable Adverse Claims Trust dated June 15, 1993 and as Successor Trustee to "Agnes J. Hanson Trustee, UDT dated June 15, 1993," aka "Agnes J. Hanson, Trustee of the Agnes J. Hanson Trust, dated June 15, 1993," to Benjamyn L. Miller, recorded under Document No. 328631, Office of the Recorder, Mountrail County, North Dakota, less and except any conveyances heretofore made.

Notwithstanding any provisions of the attached and foregoing Easement Agreement to the contrary, the said Easement Agreement shall be subject to the following conditions:

1. Grantee shall allow no surface equipment or apparatus associated with the pipelines to be installed on Grantor's land with the exception of cathodic test leads and pipeline markers as outlined in Paragraph 1 of the Easement Agreement, without separate written consent from Grantor.

2. Grantee agrees that its right of ingress and egress after the initial construction of the pipeline shall be limited to the width of the conveyed right-of-way, except as to access the right-of-way in the most practical and least burdensome manner to Grantor and Grantor's tenant(s).

3. Grantee shall be liable for any damages (both ordinary damages or damages in excess of ordinary damages) to the land of Grantor, property of Grantor or tenant(s), damages or injury to Grantor, tenant(s), their families, guests and invites, caused by the negligent operations of Grantee, its agents, employees, contractors, and subcontracts on said property. Grantee agrees to indemnify, defend and hold the undersigned harmless from the claims and demands of all parties arising out of Grantee's negligent activities hereunder. The Grantee undertakes to and does hereby agree to defend, hold harmless and indemnify Grantor, its successors, heirs, or assigns, from any and all liability, costs, or judgments against Grantor arising out of any environmental damage caused by the Grantee on the premises or Grantee'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, having jurisdiction.

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4. Upon final abandonment of said pipeline, Grantee shall comply with any rule or regulation concerning the condition the pipeline must be left in if it is abandoned and shall remain responsible for any hazardous or dangerous condition resulting from the pipeline if it is abandoned in the ground and left in place.

5. All disturbed surfaces which are not tilled crop land will be re-seeded with the same native grass or foliage as was present immediately prior to the pipeline installation, unless Grantor 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 after construction, maintenance or inspection.

6. Grantee 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. as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full. Grantee shall remove all debris, pick rocks over three inches (3") in diameter brought to the surface, replace topsoil to as near preconstruction condition as possible, compact trench and cultivate the disturbed area. One year after construction is completed, Grantee shall also inspect, at Grantor's request, the pipeline easement and any ground which has sunk or "caved in" shall be restored to the contour as close to the original slope and contour as is reasonably practical.

7. Grantee agrees to bury all pipe at or below forty-eight inch (48") depth and to pay for any physical damage to crops, livestock, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipeline and appurtenant facilities. Furthermore, Grantee shall compensate Grantor or Grantor's tenant(s) for damages to crops, livestock, timber, and fences which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said Grantor has a right to fully use and enjoy said premises, except as same may be necessary for the purposes herein conveyed to said Grantee.

8. Grantor, its successors and assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided Grantor agrees not to construct or create any obstruction, structure, or engineering work on the herein-conveyed right-of-way that will interfere with the rights and interests of Grantee herein-conveyed, and provided further that Grantee shall have the right hereafter to keep clear obstructions from the herein-conveyed right-of-way and ingress/egress easement. Grantee agrees to pay Grantor or any tenant, as their interests may appear, for actual damages to crops, pasture, timber, livestock, fences and other improvements on said premises which may arise from exercise of the rights herein-conveyed, including further maintenance of said pipeline.

9. Grantee agrees that it is its duty to inspect and maintain the pipeline on a regular basis to ensure the pipeline's integrity and safety.

DW BM

10. Grantee will not allow salt water (other than incidental quantities) to pass through the pipeline.

11. Any easement or rights in favor of the Grantee created by the attached and foregoing Easement Agreement shall terminate and Grantee shall provide Grantor a termination statement if the pipeline referred to in the said Easement Agreement are not installed within 24 months after the Grantor executes the said Easement Agreement.

12. The Grantee shall have the right to assign this grant in whole or in part, but may not assign or grant others the right to install additional pipelines or utilities in the fifty foot (50') Pipeline Easement. Grantor is not prevented from conveying other easements that cross this easement provided that such easements or use by others does not damage or interfere with Grantee's use. To that extent, this is a non-exclusive easement.

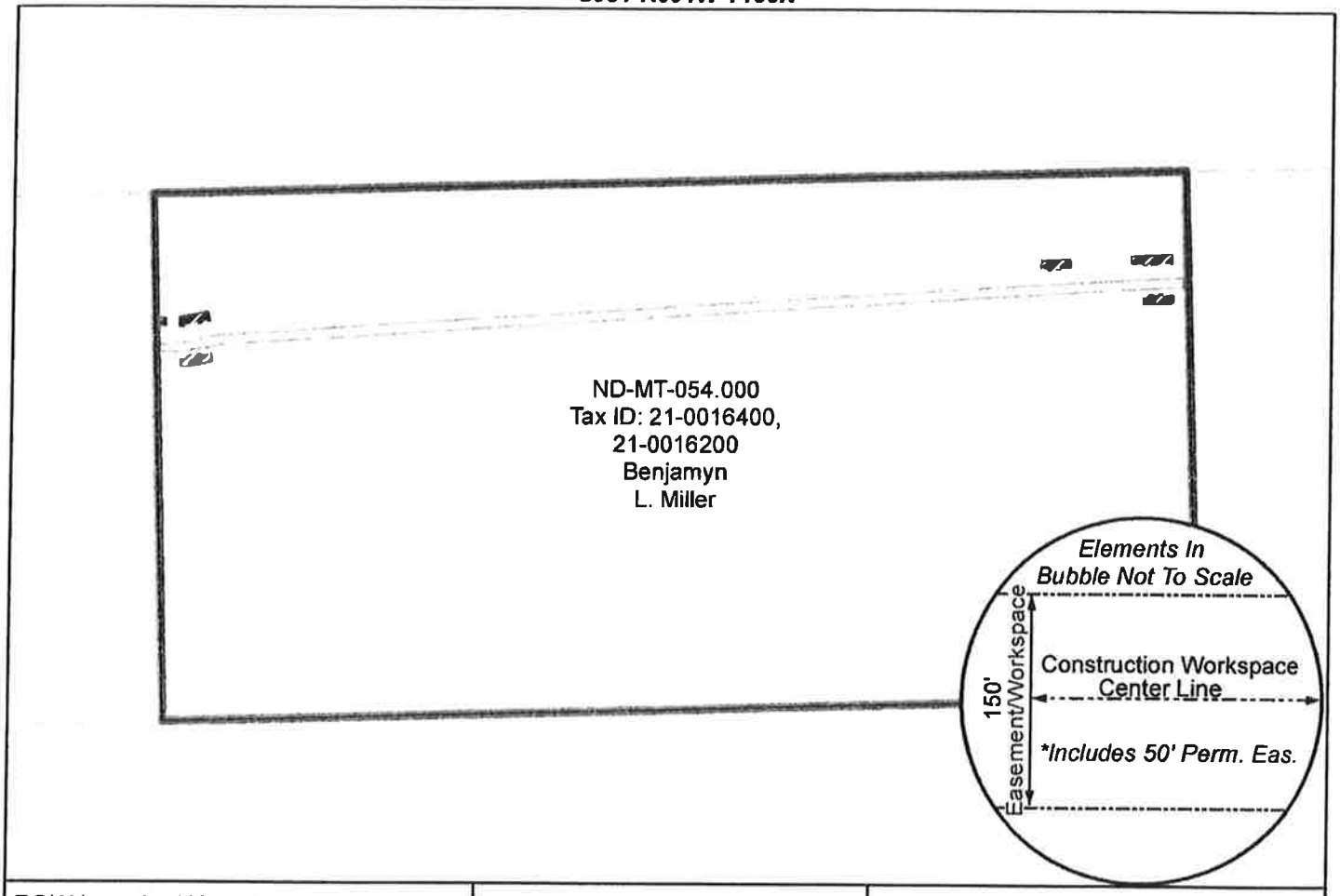
13. The Grantee shall immediately notify the Grantor upon learning of any spill, leak, failure or threatened failure from or affecting any pipeline or surface facility located on the above-described right-of-way. Grantee shall provide Grantor and their tenant(s) with an emergency telephone number.

14. TO HAVE AND TO HOLD unto Grantee, its successors and assigns, subject to the pipeline installation requirement at paragraph 13 above, the easement, rights and privileges herein conveyed for so long as said easement is useful to Grantee for the purpose stated above, with no cessation of use for more than two (2) years.

Exhibit A

MOUNTRAIL COUNTY, ND

S031-R094W-T156N



ROW Length: 5197.48 Ft. = 315 Rods
Proposed Permanent Easement: 5.93 Ac.
Temp Easement/ Workspace: 11.63 Ac.
Add Temp Easement/ Workspace: 0.98 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Benjamyn L. Miller

Tract No.: ND-MT-054.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Monday, June 15, 2015 3:13:56 PM

EXHIBIT H-2

Easements and Memorandum of Easements

Williams County

EXHIBIT H-2(a)

Reroute Location 24

816878
Page: 1 of 7
12/16/2015 2:44 PM
WILLIAMS COUNTY, ND
EAS $28.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-021.200
PARCEL ID: 17155960002040
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated December 3, 2015, is between **Deon M. Iverson and Shana R. Iverson** whose mailing address is **5869 106th Avenue Northwest, Tioga, ND 58852** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160.24 acres of land, more or less, situated in the S1/2NE1/4, Lots 1 and 2 of Section 2, Township 155 North, Range 96 West, Williams County, North Dakota, as described in that certain Personal Representative's Deed dated June 07, 2010, from Brian L. Hove and Leon Iverson, as Co-Personal Representatives of the Estate of Marvin Iverson, deceased, Grantor, to Deon M. Iverson, also known as Deon Iverson and Shana R. Iverson, also known as Shana Iverson, husband and wife as joint tenants and not as tenants in common, recorded as Document No. 690478, Register of Deeds, Williams County, North Dakota, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated February 20th, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 808100, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

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Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees to commence construction of its pipeline no later than five (5) years from the date of this Easement Agreement is executed; failure to so commence construction of the pipeline will result in easement termination unless the parties renegotiate the terms prior to the date of termination.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked,

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Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

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9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

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EXECUTED this 3 day of December, 2015.

GRANTOR:

Deon M. Iverson

Shana R. Iverson

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Deon M. Iverson and Shana R. Iverson known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3 day of December, 2015.

Notary Public

GRANT SMITH
Notary Public
State of North Dakota
My Commission Expires December 16, 2020

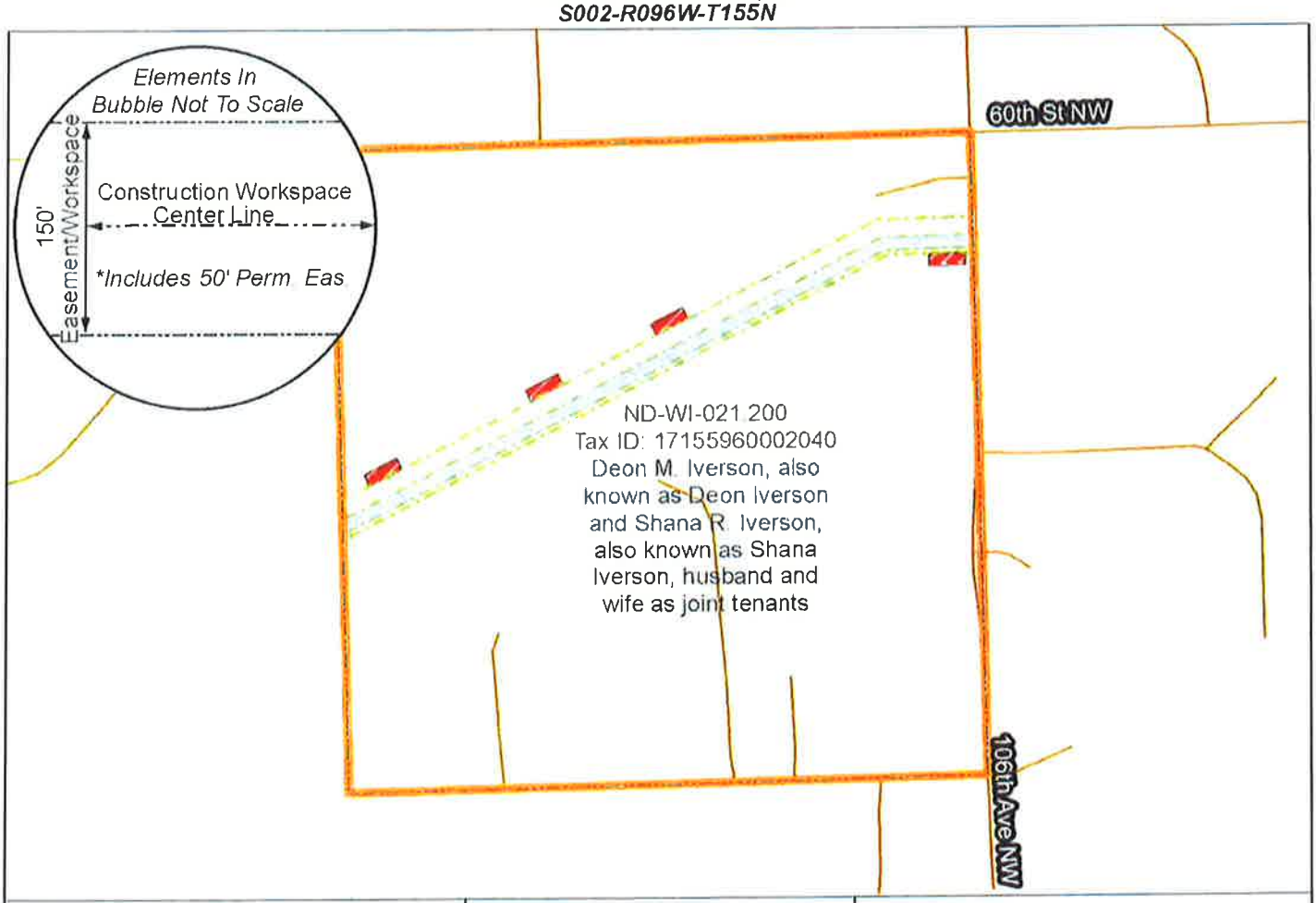
My Commission Expires: Dec 16 2020

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Page: 6 of 7
12/16/2015 2:44 PM
WILLIAMS COUNTY, ND
EAS $28.00

Exhibit A

WILLIAMS COUNTY, ND

S002-R096W-T155N



ROW Length: 2891.05 Ft. = 175.21 Rods
Proposed Permanent Easement: 3.32 Ac.
Temp Easement/ Workspace: 6.63 Ac.
Add Temp Easement/Workspace: 0.69 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

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0 — Feet — 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Deon M. Iverson, also known as Deon Iverson and Shana R. Iverson, also

Tract No.: ND-WI-021.200

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

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Landowner Initials

Date Exported: Tuesday, November 24, 2015 9:41:24 AM

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Page: 1 of 8
6/22/2015 2:47 PM
EAS $31.00
WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-022.200
PARCEL ID: 17155960002050
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated FEBRUARY 20, 2015, is between **Deon M. Iverson and Shana Ray Iverson, as joint tenants and not as tenants in common,** whose mailing address is **5689 106th Avenue Northwest, Tioga, ND 58852-9253,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 80.4 acres of land, more or less, situated in Lot 3 and Lot 4 of Section 2, Township 155 North, Range 96 West, Williams County, North Dakota, as described in that certain Warranty Deed dated April 19, 2001 from Donald V. Hanson and Evelyn A. Hanson, husband and wife, to Deon M. Iverson and Shana Ray Iverson, as joint tenants and not as tenants in common, recorded under Instrument Number 595747, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

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Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the

Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

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10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

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EXECUTED this 20 day of FEBRUARY, 2015.

GRANTOR:

Deon M. Iverson

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
)ss
County of WILLIAMS)

BEFORE ME, the undersigned authority, on this day personally appeared DEON M. IVERSON, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20 day of FEBRUARY, 2015.

CHRIS FONTENOT
Notary Public
State of North Dakota
My Commission Expires Jan 30, 2021

Notary Public

My Commission Expires: JANUARY 30, 2021

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EXECUTED this 20 day of FEBRUARY, 2015.

GRANTOR:

Shana Ray Iverson

Shana Ray Iverson

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
)ss
County of WILLIAMS)

BEFORE ME, the undersigned authority, on this day personally appeared SHANA RAY IVERSON, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20 day of FEBRUARY, 2015.

CHRIS FONTENOT
Notary Public
State of North Dakota
My Commission Expires Jan 30, 2021

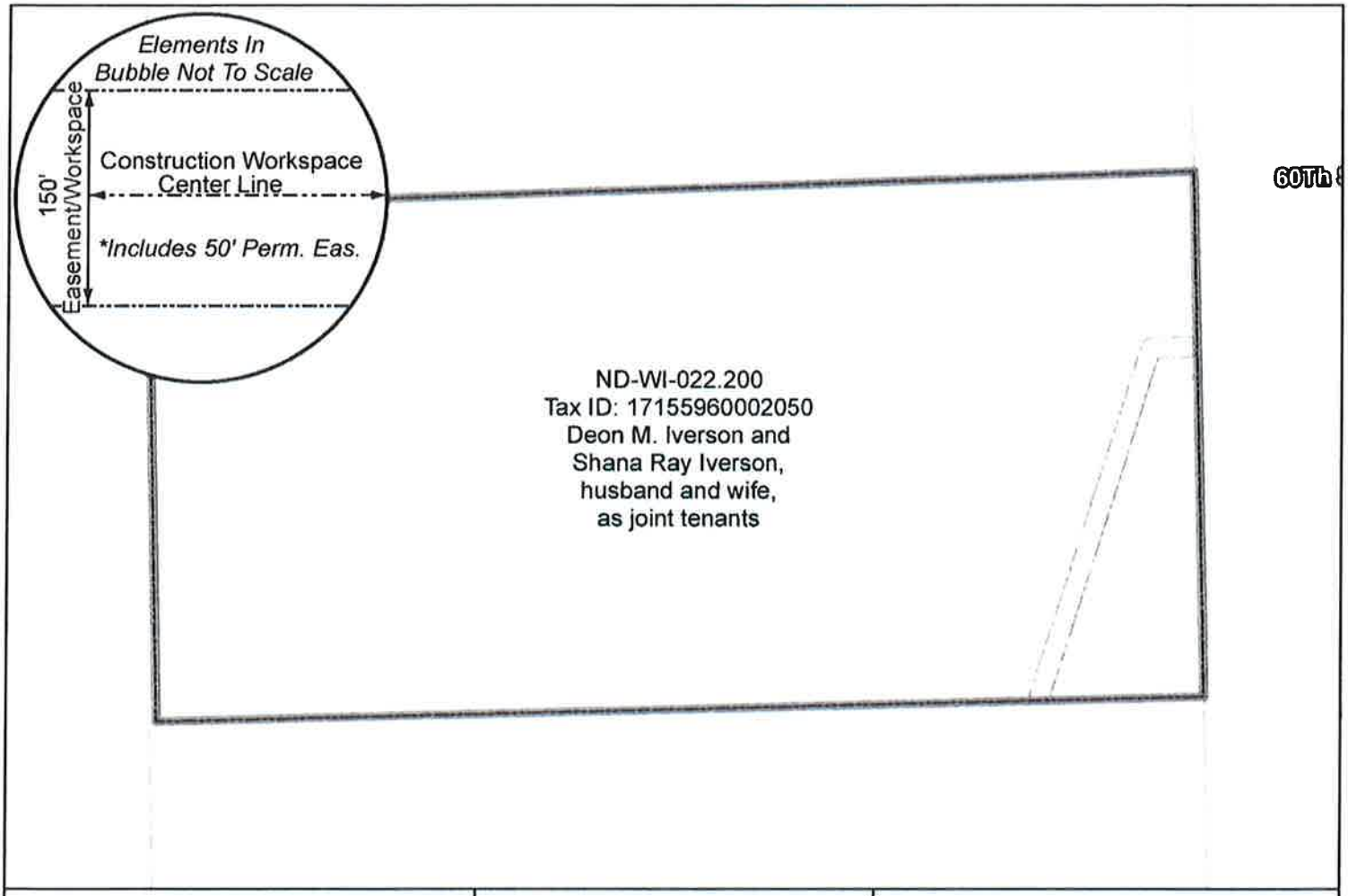
Notary Public

My Commission Expires: JANUARY 30, 2021

Exhibit A

WILLIAMS COUNTY, ND

S002-R096W-T155N



ROW Length: 1041.28 Ft. = 63.11 Rods
Proposed Permanent Easement: 1.19 Ac.
Temp Easement/ Workspace: 2.38 Ac.
Add Temp Easement/ Workspace: Ac.
Valve Site: Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 720 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Deon M. Iverson and Shana Ray Iverson, husband and wife, as joint tenants

Tract No.: ND-WI-022.200

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

DV SI
Landowner Initials

Date Exported: Friday, February 13, 2015 2:43:14 PM

816357
Page: 1 of 7
12/2/2015 1:23 PM
WILLIAMS COUNTY, ND EAS $28.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-023.200
PARCEL ID: 17155960003010
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated November 19th, 2015, is between **Richard L. Nelson, as Trustee of the Richard L. Nelson Revocable Living Trust under agreement dated February 14, 2012**, whose mailing address is **10683 67th Street Northwest, Tioga, ND 58852-9008** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160.22 acres of land, more or less, situated in Lot 1, SE1/4NE1/4 and E1/2SE1/4, in Section 3, Township 155 North, Range 96 West, Williams County, North Dakota, as described in that certain Quit Claim Deed dated March 13, 2012 from Richard L. Nelson and Sandra M. Nelson, husband and wife, Grantors, to Richard L. Nelson, as Trustee of the Richard L. Nelson Revocable Living Trust under agreement dated February 14, 2012, Grantee, recorded as Instrument Number 729991, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in

fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 19th day of Nov, 2015.

GRANTOR:

Richard L. Nelson Revocable Living Trust under agreement dated February 14, 2012

Richard L Nelson

By: Richard L. Nelson
As: Trustee

ACKNOWLEDGMENT

State of N. Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Richard L. Nelson, as Trustee of the Richard L. Nelson Revocable Living Trust under agreement dated February 14, 2012, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19TH day of December, 2015.

Sharon Starks
Notary Public

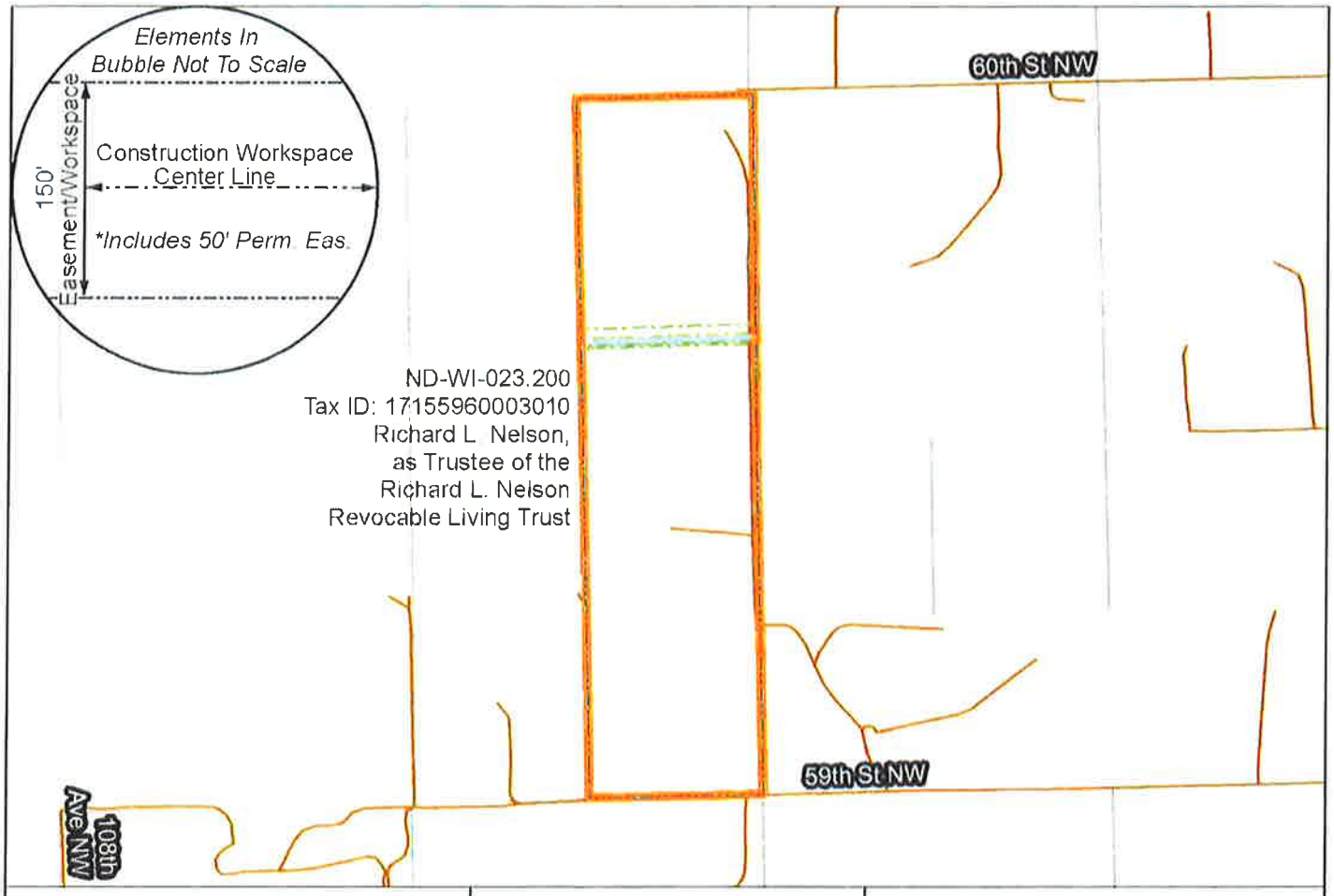
SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

My Commission Expires: 12/30/20

Exhibit A

WILLIAMS COUNTY, ND

S003-R096W-T155N



ROW Length: 1326 13 Ft = 80 37 Rods
Proposed Permanent Easement: 1.52 Ac.
Temp Easement/ Workspace: 3.05 Ac
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using NAD 1983 UTM Zone 13N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Richard L. Nelson, as Trustee of the Richard L. Nelson Revocable Living Trust

Tract No.: ND-WI-023.200

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1 Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement

RLN
Landowner Initials

Date Exported: Friday, October 30, 2015 2:04:04 PM

AMENDMENT TO EASEMENT AGREEMENT

THE STATE OF NORTH DAKOTA)

COUNTY OF WILLIAMS)

THIS AGREEMENT, made and entered into as of this 3rd day of February 2016, by and between DAKOTA ACCESS, LLC, (hereinafter referred to as "Grantee"), and First National Bank and Trust Company of Williston, North Dakota, Trustee of the Leslie R. Davidson Family Trust created under the Last Will and Testament of Leslie R. Davidson, dated September 18, 1981, hereinafter referred to as "Grantor" whether one or more.

WITNESSETH:

WHEREAS, by instrument dated December 15th, 2015 recorded under document number 817346 of the County Recorder Records of Williams County, North Dakota, Grantor granted to Grantee, an easement (the "Easement") on, over and across certain lands in Williams County, North Dakota for the right to lay, maintain, operate, replace, repair and remove one pipeline only within a fifty foot easement for the transportation of oil and natural gas and/or liquid hydrocarbons, and substances produced therefrom; and

WHEREAS, Grantor and Grantee have agreed to a change in the location of the pipeline and desire to amend language in the Easement pertaining to such change.

NOW, THEREFORE, for and in consideration of $10.00 and other good and valuable consideration, Grantor and Grantee hereby agree to amend the Easement by deleting therefrom the Exhibit A attached thereto and substituting therefor the Exhibit A attached hereto which shows the relocated location of the pipeline easement. The parties further agree that within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, or to amend this Agreement to include such new Exhibit A-1, and to record or re-record such affidavit, or amendment with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, or recorded amendment.

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Page: 1 of 6
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EA
$25.00
WILLIAMS COUNTY, ND

Except as amended herein, the Agreements shall remain in full force and effect as written.

IN WITNESS WHEREOF, this instrument is duly executed this 3rd day of February, 2016.

GRANTOR:
First National Bank & Trust Company of Williston, North Dakota, as Trustee of the Leslie R. Davidson Family Trust created under the Last Will and Testament of Leslie R. Davidson, dated September 18, 1981

Amy Wells

By: Amy Wells

Its: Senior Vice-President/Trust Officer

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Page: 2 of 6
2/18/2016 1:46 PM
EA
$25.00
WILLIAMS COUNTY, ND

GRANTEE:

DAKOTA ACCESS, LLC

By: _____

PRINTED NAME: Robert R. Rose

DOH

TITLE: Vice President – Land & Right of Way

STATE OF NORTH DAKOTA)
)SS
COUNTY OF Williams

The foregoing instrument was acknowledged before me on this 3rd day of February, 2016 by Amy Wells.

DAWN HUSTAD
Notary Public
State of North Dakota
My Commission Expires December 6, 2017

Dawn Hustad
Notary Public
My Commission Expires_____

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 10th day of February, 2016 by Robert R. Rose, Vice President – Land and Right of Way of Dakota Access, LLC, a Delaware limited liability company.

(SEAL)
DONNA WALTERS
Notary Public, State of Texas
Comm. Expires 03-04-2020
Notary ID 2342771

Donna Walters
Notary Public
My Commission Expires_____

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Page: 3 of 6
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EA
$25.00
WILLIAMS COUNTY, ND

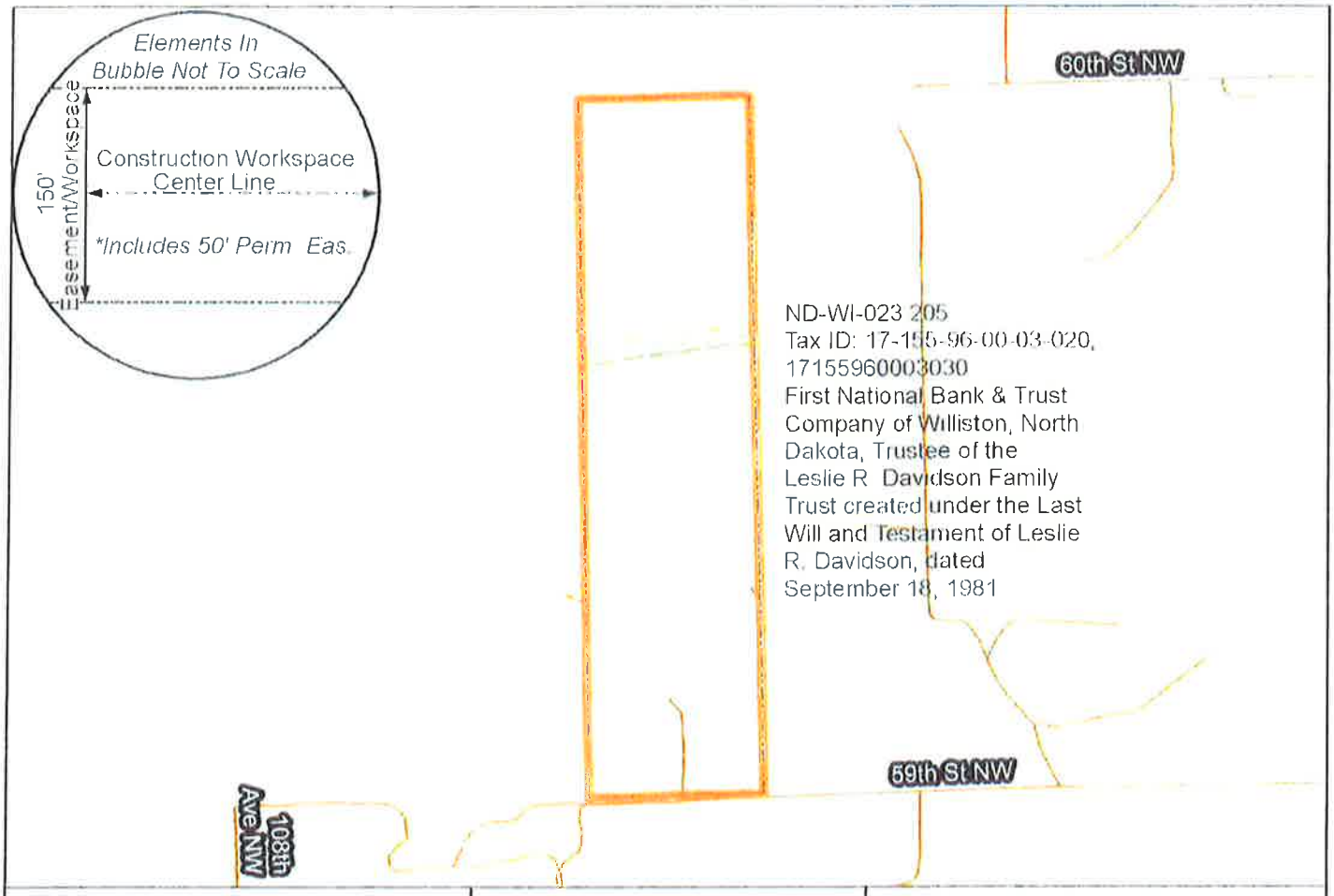
Return This Instrument To:
Dakota Access, LLC
Attn: Hope Acosta – Right-of-Way Dept.
1300 Main St.
Houston, Texas 77002

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Page: 4 of 6
2/18/2016 1:46 PM
WILLIAMS COUNTY, ND
EA $25.00

Exhibit A

WILLIAMS COUNTY, ND

S003-R096W-T155N



ROW Length 1317 16 Ft = 79 83 Rods
Proposed Permanent Easement: 1 51 Ac.
Temp Easement/ Workspace: 2.76 Ac
Add Temp Easement/ Workspace: 0 Ac

Areal calculations and linear distances were calculated using. NAD 1983 UTM Zone 13N

N

0 1,000 2,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
First National Bank & Trust Company of Williston, North Dakota, Trustee of the

Tract No.: ND-WI-023 205

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1 Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement

Landowner Initials

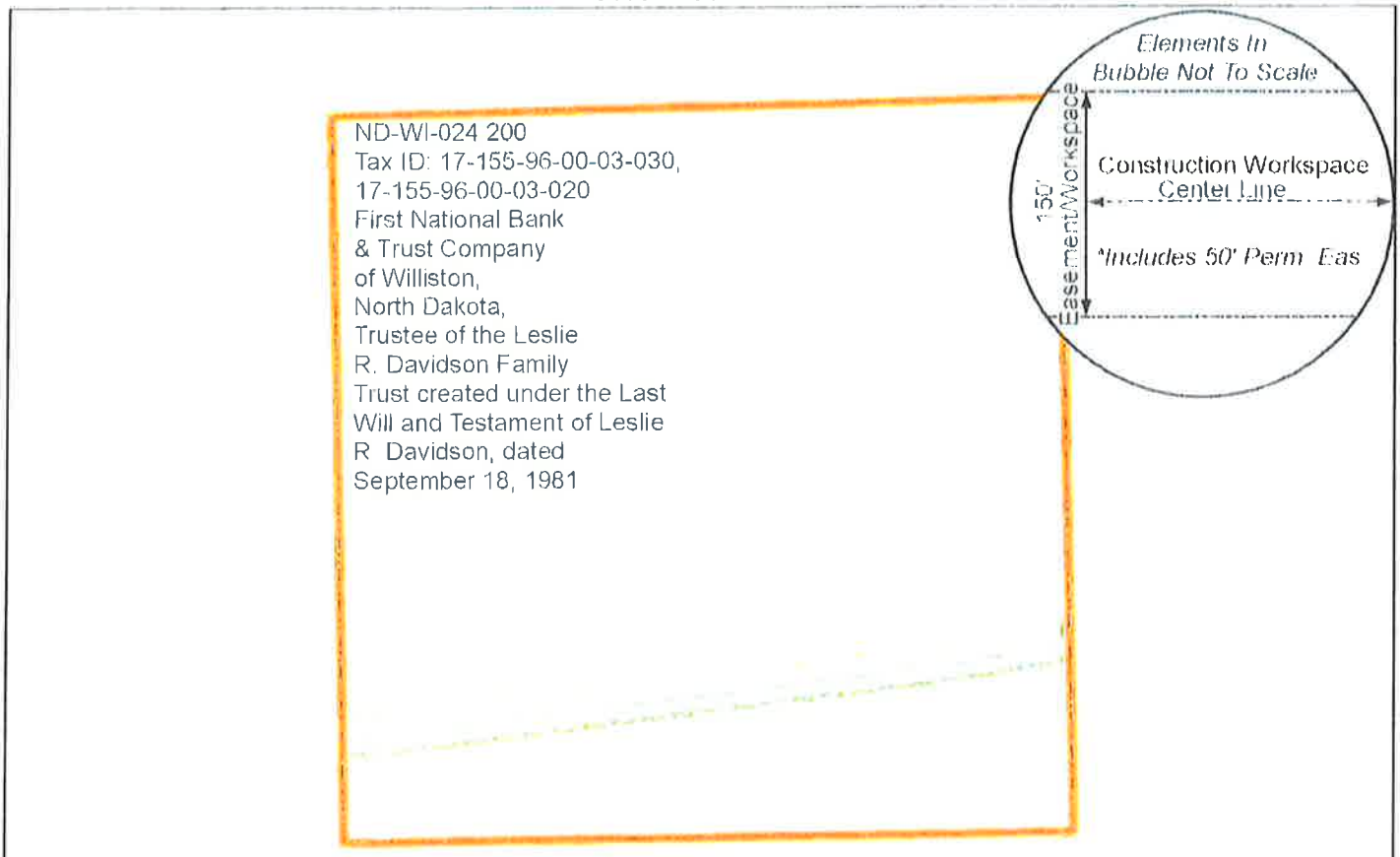
Date Exported: Friday, January 22, 2016 2:56:38 PM

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Page: 5 of 6
2/18/2016 1:46 PM
WILLIAMS COUNTY, ND
EA $25.00

Exhibit A

WILLIAMS COUNTY, ND

S003-R096W-T155N



ROW Length: 2617.05 Ft. = 158 61 Rods
Proposed Permanent Easement: 3 Ac
Temp Easement/ Workspace 6 01 Ac
Add Temp Easement/ Workspace: 0 Ac

Areal calculations and linear distances were calculated using NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
First National Bank & Trust Company of Williston, North Dakota, Trustee of the

Tract No.: ND-WI-024 200

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Friday, January 22, 2016 2:54:33 PM

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Page: 1 of 7
12/16/2015 2:44 PM
WILLIAMS COUNTY, ND
EAS $28.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-023.210
PARCEL ID: 17155960002030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated December 3, 2015, is between **Deon M. Iverson and Shana R. Iverson** whose mailing address is **5869 106th Avenue Northwest, Tioga, ND 58852** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 120 acres of land, more or less, situated in the S1/2NW1/4 and the NE1/4SW1/4 of Section 2, Township 155 North, Range 96 West, Williams County, North Dakota, more specifically described in Personal Representative's Deed dated June 7, 2010 from Brian L. Hove and Leon Iverson, Co-Personal Representatives of the Estate of Marvin Iverson, deceased to Deon M. Iverson, also known as Deon Iverson and Shana R. Iverson, also known as Shana Iverson, recorded under Instrument No. 690478, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated February 20th, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 808102, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

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Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees to commence construction of its pipeline no later than five (5) years from the date of this Easement Agreement is executed; failure to so commence construction of the pipeline will result in easement termination unless the parties renegotiate the terms prior to the date of termination.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses,

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provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

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9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

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EXECUTED this 3 day of December, 2015.

GRANTOR:

Deon M. Iverson

Deon M. Iverson

Shana R. Iverson

Shana R. Iverson

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Deon M. Iverson and Shana R. Iverson known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3 day of December, 2015.

Notary Public

GRANT SMITH
Notary Public
State of North Dakota
My Commission Expires December 16, 2020

My Commission Expires: Dec 16, 2020

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Page: 6 of 7
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WILLIAMS COUNTY, ND
EAS $28.00

Exhibit A

WILLIAMS COUNTY, ND

S2-R96W-T155N



ROW Length: 2701.13 Ft. = 163.7 Rods
Proposed Permanent Easement: 3.1 Ac.
Temp Easement/ Workspace: 6.16 Ac.
Add Temp Easement/Workspace: 0.52 Ac

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Deon M Iverson and Shana R. Iverson

Tract No.: ND-WI-023.210

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

DL SI
Landowner Initials

Date Exported: Tuesday, November 24, 2015 9:44:45 AM

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Page: 1 of 11
12/30/2015 2:51 PM
WILLIAMS COUNTY, ND
EAS $40.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 100 Weiss Avenue, Bismarck, ND 58503, (701)660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-23.205; 024.200
PARCEL ID: 17155960003020, 17155960003030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated December 15, 2015, is between **First National Bank & Trust Company of Williston, North Dakota, Trustee of the Leslie R. Davidson Family Trust created under the Last Will and Testament of Leslie R. Davidson, dated September 18, 1981**, whose mailing address is PO Box 1827, Williston, ND 58802-1827, (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC**, whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and it successors and assigns are collectively referred to as the "Grantee"). For the consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing only in conjunction with repair, improving, operating, maintaining, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under , and along land owned by the Grantor (hereinafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 320.42 acres of land, more or less, being Lots 2, 3, and 4, SW¼NE¼, W½SE¼, S½NW¼ of Section Three (3), Township One Hundred Fifty-five (155) North, Range Ninety-Six (96) West, Williams County, North Dakota, as described in that Personal Representative's Deed of Distribution dated October 23, 1984, from Doris Davidson, Personal Representative of the Estate of Leslie R. Davidson, to First National Bank & Trust Company of Williston, North Dakota, Trustee of the Leslie R. Davidson Family Trust created under the Last Will and Testament of Leslie R. Davidson, dated September 18, 1981, recorded under Document Number 469146, Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new Exhibit A-1 that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing only in conjunction with repair, improving, operating, maintaining, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, must be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easement, both permanent and temporary, conveyed by Grantor and ordinary damages to the Grantor's property, excluding the Easements, resulting from the initial construction of the pipeline, Grantor has been paid (or, if leased, Grantor's tenant has been paid) for ordinary damages caused to crops on the Pipeline Easement, Temporary Construction Easement, and

Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences to as good, or better condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle or not less that forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities, Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for customary damages for removal of such improvements.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas and other minerals in, on an under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) represents that it/he/she/they is /are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor.

13. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

14. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

15. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representative, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, shall be recorded in the real estate records of the county or counties where Grantor's Property lies.

16. This Agreement, with the referenced Exhibits, contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

17. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

18. This Agreement is subject to the terms and conditions of Exhibit B, attached hereto.

Executed this 15th day of December, 2015.

GRANTOR:

First National Bank & Trust Company of Williston, North Dakota, Trustee of the Leslie R. Davidson Family Trust created under the Last Will and Testament of Leslie R. Davidson, dated September 18, 1981

Amy Wells

By: Amy Wells
Its: Senior Vice-President/Trust Officer

EXHIBIT B
TO
PIPELINE RIGHT OF WAY GRANT

THIS EXHIBIT is attached to and by reference made a part of the Easement Agreement dated December 15, 2015, by and between **First National Bank & Trust Company of Williston, North Dakota, Trustee of the Leslie R. Davidson Family Trust created under the Last Will and Testament of Leslie R. Davidson, dated September 18, 1981,** Grantor, and **Dakota Access, LLC**, Grantee, and covering the following land in WILLIAMS County, NORTH DAKOTA, to-wit:

All that certain lot, tract or parcel of land, containing 320.42 acres of land, more or less, being Lots 2, 3, and 4, SW¼NE¼, W½SE¼, S½NW¼ of Section Three (3), Township One Hundred Fifty-five (155) North, Range Ninety-Six (96) West, Williams County, North Dakota, as described in that Personal Representative's Deed of Distribution dated October 23, 1984, from Doris Davidson, Personal Representative of the Estate of Leslie R. Davidson, to First National Bank & Trust Company of Williston, North Dakota, Trustee of the Leslie R. Davidson Family Trust created under the Last Will and Testament of Leslie R. Davidson, dated September 18, 1981, recorded under Document Number 469146, Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Notwithstanding the provisions of this Agreement to the contrary:

1. Wherever the term "Right of Way Agreement", "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 land, crops, grass or plants intended for hay, grass and any other damages which may occur after the initial installation of the Pipeline as a result of entry upon the property and/or exercise of any rights granted in the Right of Way 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 reasonable 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 indemnity obligations relating from Grantee's operations on the land.
4. 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.
5. 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. Sub soil will be scraped and set to opposite side. Soil layers will be replaced and compacted separately in order to limit excessive settling of soil; top soil shall remain on top. All rocks 4 inches or larger will be buried or disposed of following dirt work. Cropland will be cultivated if such is to be cultivated land following work and rocks re-packed by Grantee. 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 or repair 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 will be buried no less than 48 inches below the surface, from the top of the pipe.
6. Grantor agrees that the consideration paid by Grantee in this agreement includes any and all costs incurred by Grantor for installing fencing, whether temporary or permanent, along and outside the boundaries of the Easements so as to prevent Grantor's livestock from entering the Easements during the initial construction of the pipeline. Grantee is not responsible for the removal or disposal of such fencing.
7. Grantee shall close all fences and gates used by Grantee after passing through them and shall not permit any cattle or other livestock to get into or to escape from lands owned by Grantor. Grantee shall promptly repair, at Grantee's sole expense, any fences or gates damaged by Grantee to the original or better condition of the fence or

gate. Grantee shall restore all fences and gates that are damaged by Grantee no later than thirty (30) days after reclamation of the surface of the Easement. If Grantee must install new gates or fences, Grantee shall notify Grantor of such locations during construction, operation, or maintenance of the pipeline.

8. Grantee shall perform any work reasonably 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.

9. Grass land seeding at the easement area, if not cultivated as cropland, will be monitored yearly by landowner until grass has been established to the same as its original state. At Grantee's expense, re-seeding will be completed yearly by Grantee for a period of two (2) growing seasons following completion of pipeline construction. Crop damage payment will be paid for up to two (2) growing seasons by Grantee until a satisfactory stand has been accomplished.

10. Weeds on the easement will be controlled by Grantee through two (2) growing seasons following construction. 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.

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

12. Grantee's access to and from the easement is limited to traveling over the width of the right of way, except as otherwise provided in the Easement.

13. The length of this easement shall be for 99 years from the date of this Agreement unless terminated before such time. If the pipeline is still being utilized at the end of the Initial ROW 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 except for any above ground installments as required by law which will be placed in locations so as to cause the least inconvenience to Grantor where possible. Grantee shall give Grantor prior written notice of any installation.

15. Should Grantee strike ground water during initial construction, or subsequent maintenance of the pipeline, Grantee shall have a certified test of the ground water for hydrocarbons performed prior to installation of any pipelines and that information will be shared with Grantor.

16. 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.

17. This easement is intended for one (1) pipeline in one (1) trench. Grantee shall not allow salt water to pass through the pipeline.

18. If, after two (2) years from the date of receipt of all necessary permits Grantee has not commenced the installation of the pipeline, or no pipeline has been installed within five (5) years after the date of this Agreement, this entire Agreement shall be terminated. This Easement shall terminate if for a period of twenty-four (24) consecutive months after the installation of the Pipeline, 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 within twelve (12) months of the termination. Grantor may elect to keep the pipeline at which time Grantee would have no further interest or liability therein. Once the pipelines have been permanently abandoned by Grantee, Grantee may, in its discretion, permanently remove the pipeline at Grantee's sole cost and responsibility. Upon removal, the surface of the land shall be restored to conform to contour and grade with the land as it existed before the land was dug for initial placement of the pipeline.

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, Grantee agrees to mitigate the affected area within thirty (30) days of the occurrence, weather conditions permitting, to the reasonable satisfaction of Grantor. This requirement is not intended to alleviate Grantee from any more stringent requirements set by law and/or governmental agencies.

20. The easement shall in no event be located on any lands belonging to Grantor other than those which are described herein. The Easement shall not be recorded prior to the determination of the actual route of the Easement. 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. If the actual location of the easement is changed by Grantee prior to the installation of the Pipeline, the changed 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. While Grantor shall not unreasonably withhold consent to the changed location of the pipeline, Grantee shall locate the easement in accordance with Grantor's desires to the extent reasonably possible.

21. Grantee shall provide to Grantor an as-built survey upon completion of the construction of the pipeline. This will be provided to Grantor within one hundred sixty (160) days of completion of construction.

22. Grantor reserves all rights to quiet enjoyment of the land and to use said land for any purpose that does not unreasonably interfere with the easement granted herein. Grantor's reserved rights include, but are not limited to, usage of the surface for farming, recreation and development along with the rights to sell said land or parts thereof and the rights to grant other easements over and under said land that do not interfere with Grantee's pipeline or easement.

23. During construction of the pipeline or any subsequent work on the pipeline, Grantee shall ensure that Grantor is not prevented from access across the easement area to ensure that Grantor, its licensees and/or invitees, has/have access to and through Grantor's land for agricultural, recreational, or any other reason. Grantee agrees to work with Grantor to ensure that points are left along the route of the easement during construction or during subsequent work where Grantor will be able to cross the easement area without unreasonable difficulty. Such access will contemplate the need for farm implements, livestock, people and vehicles crossing the easement area. In no event will any portion of the trench be left open for more than seven (7) consecutive days, weather conditions permitting for quality trench fill, without the written consent of the Grantor.

24. Upon completion of construction, Grantee shall keep the easement area free of garbage and debris and shall promptly remove any unnecessary and/or unused construction materials and equipment, including all pin flags.

25. Grantee shall reimburse Grantor for Grantor's reasonable attorneys' fees relating to the negotiation and execution of this Agreement and the successful enforcement of any provision contained herein.

26. Grantee is aware that there are or are potentially easements located on the property wherein Grantor previously entered into an easement agreement (or agreements) covering a portion or all of the land covered herein. The exact location(s) of the easement(s) is not expressed by Grantor nor is Grantee relying on any statements or claims by Grantor in this regard. It is incumbent upon Grantee to determine the location of the existing easement(s) to ensure it does not infringe upon or in any way interfere with the existing easement(s). The variables and potential competing interests of Grantee and the Grantee(s) (or any successor assigns) of any prior easements cannot be reasonably anticipated by Grantor. As such, Grantee hereby agrees that it will communicate with the Grantee(s) (or any successors or assigns) of any prior easements (or its successors or assigns) to ensure that the locations and uses of each of their respective easements will not conflict. Grantee hereby relieves and forever holds Grantor, and Grantor's successors and assigns, free from any and all claims, lawsuits or disputes of any kind that may arise out of competing interests or conflicts as a result of various preexisting recorded easements being located on the subject property. Grantor shall not be included by Grantee in any dispute arising out of the easement in any way, regardless of whether Grantor was consulted by either Grantee or the Grantee(s) (or any successors or assigns) of any prior easements, as to location of their respective easements.

27. Grantee's subsidiary, or other affiliated companies, their agents, employees, contractors, subcontractors and others as may be authorized by Grantee, shall be governed by the terms and conditions of this Agreement when said subsidiary, or other affiliated company, agent, employee, contractor, subcontractor, or other as authorized by Grantee, is/are upon the above-described land for the purpose of exercising any right granted herein.

Dated this 15th day of December, 2015.

GRANTORS:

First National Bank & Trust Company of Williston, North Dakota, as Trustee of the Leslie R. Davidson Family Trust created under the Last Will and Testament of Leslie R. Davidson, dated September 18, 1981

Amy Wells

By: Amy Wells
Its: Senior Vice-President/Trust Officer

GRANTEE:

Dakota Access, LLC

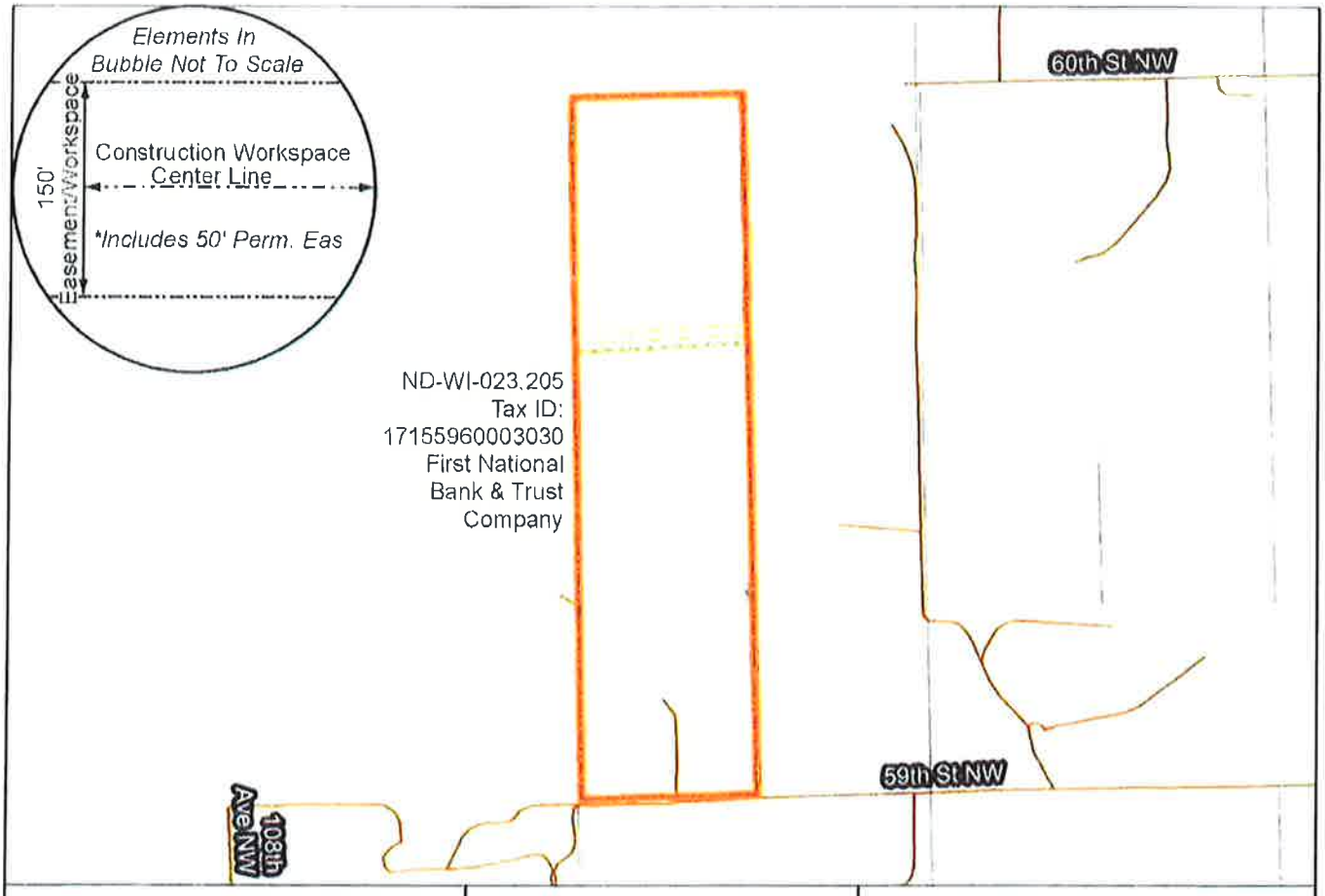
By: Robert Rose
Its: VP-LAND AND RIGHT OF WAY

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12/30/2015 2:51 PM
WILLIAMS COUNTY, ND
EAS $40.00

Exhibit A

WILLIAMS COUNTY, ND

S003-R096W-T155N



ROW Length. 1299.16 Ft. = 78.74 Rods
Proposed Permanent Easement: 1.49 Ac
Temp Easement/ Workspace: 2.98 Ac.
Add Temp Easement/ Workspace: 0 Ac

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
First National Bank & Trust Company

Tract No.: ND-WI-023.205

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

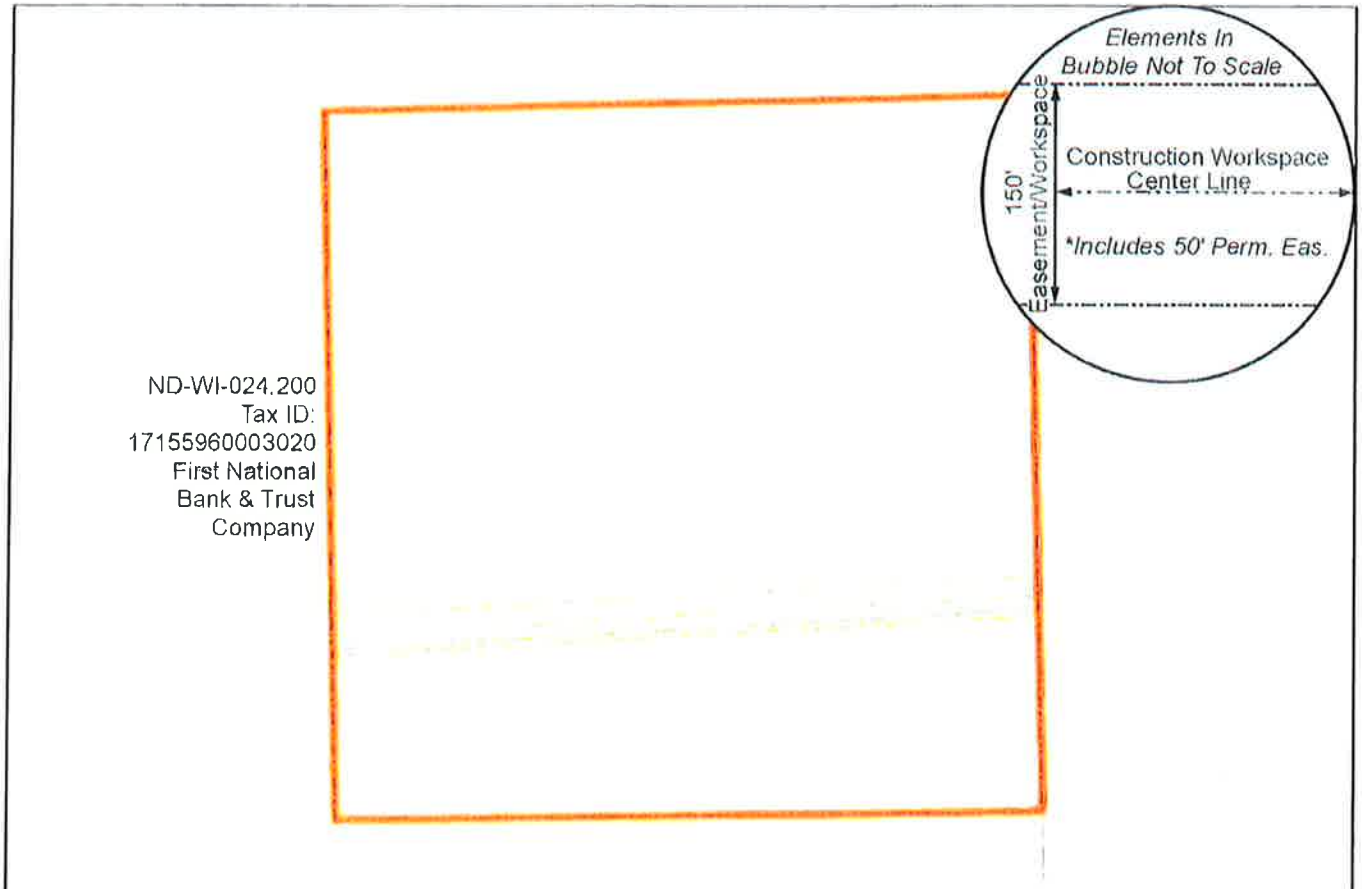
Date Exported: Friday, October 30, 2015 2:04:39 PM

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Page: 10 of 11
12/30/2015 2:51 PM
WILLIAMS COUNTY, ND
EAS $40.00

Exhibit A

WILLIAMS COUNTY, ND

S003-R096W-T155N



ROW Length: 2631.33 Ft. = 159.47 Rods
Proposed Permanent Easement: 3.02 Ac.
Temp Easement/ Workspace: 6.04 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
First National Bank & Trust Company

Tract No.: ND-WI-024.200

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement

Landowner Initials

Date Exported: Friday, October 30, 2015 2:07:31 PM

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Page: 1 of 9
1/13/2016 2:42 PM
WILLIAMS COUNTY, ND
EAS $34.00

COUNTY RECORDER, WILLIAMS COUNTY, ND 1/13/2016 2:42 PM
I certify that this Instrument was filed and recorded
Kari Evenson, County Recorder
by Terri Benderson Deputy 817795



Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-024.200.500, 026.200
PARCEL ID: 17155960004010, 17155960004020, 17155960004030, 17155960004040
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated January 8th, 2016, is between **Emery Boe**, whose mailing address is **5896 109th Avenue Northwest, Tioga, ND 58852** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), (iii) access easements not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement and not to exceed fifty feet (50') in width for access to and from the below described surface site ("Access Easement"), and (iv) a fifty foot by seventy five foot (50' x 75') surface site, such surface site to be used for valves, risers, meters, electric facilities and lines, and associated pipeline facilities and the Access Easement(s) to be for ingress and egress, power lines and electric transmission or generation lines as may be needed to supply power to the facilities located on the surface site. The Pipeline Easement, the Temporary Construction Easement, and the Access Easement and the surface site (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed twenty inches (20") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, situated in, SW¼NW¼, S½NE¼, SE¼NW¼, of Section 4, Township 155 North, Range 96 West, Williams County, North Dakota, as described in that Quit Claim Deed dated March 11, 2014, from Carrie Mae Boe, a single person, to Emery Boe, a single person, recorded under Document Number 783010, Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement and the surface site. The precise location of the Temporary Construction Easement or "workspace" will be in an area

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immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee may supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement and the surface site. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement and the surface site shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances and above or below ground powerlines (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement, and the surface site and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. This grant is for one (1) pipeline only. Any other pipelines Grantee desires to place within the Pipeline Easement shall be the subject of a subsequent written agreement between Grantor and Grantee with negotiated consideration payable to Grantor.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so

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chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Grantee shall plant a mixture of grass seeds in the area between the Surface Site and the nearest tree line. Additionally, Grantee agrees that surface restoration of the Easements shall not be deemed completed until approved by Grantor, which approval will not be unreasonably withheld, conditioned or delayed. Furthermore, any tillage acreage calculation as to the crop land areas damaged by the construction operations that are to be reclaimed shall be subject to Grantor's reasonable approval.

5. Grantee acknowledges that Grantor intends to conduct gravel mining activities adjacent to the Pipeline Easement. Grantee agrees that Grantor may commence its mining activities at and from the boundaries of the Pipeline Easement; provided, however, in connection with mining activities on lands adjacent to the Pipeline Easement, Grantor shall maintain a 3:1 slope for thirty-five feet (35') from the boundary lines of the Pipeline Easement, as measured horizontally from the boundary lines of the Pipeline Easement. Upon the commencement of gravel mining up to the thirty-five foot (35') setback from the boundary lines of the Pipeline Easement, Grantee shall pay Grantor for the reasonable prevailing value of the gravel reserves minus the cost of mining the gravel. Grantor shall have no liability to Grantee for damage to or interference with the pipeline and other facilities of Grantee within the Pipeline Easement, or for disruption of services provided by Grantee with respect to loss of lateral support for the pipeline, if Grantor excavates to and maintains a 3:1 slope over the thirty-five (35) foot area adjacent to the boundaries of the Pipeline Easement. If, prior to commencing mining activities in an area or areas adjacent to the Pipeline Easement, Grantor and Grantee, determine, due to soil stability or otherwise, that it may be desirable to maintain a sloped buffer zone greater than thirty-five feet (35') from the boundary lines of the Pipeline Easement, Grantor shall provide Grantee with written evidence of Grantor's calculation of the amount of recoverable reserves. Within thirty (30) days of receipt of such written evidence, Grantee shall pay to Grantor an additional amount for the minable reserves over the thirty-five (35') mining set back equal to the reasonable prevailing value of the gravel reserves less the costs of mining the reserves that will be rendered un-minable as a result of the expanded, sloped buffer zone, and in that event, Grantor shall maintain an expanded sloped buffer zone for such distance and at such slope as Grantor and Grantee may agree. If Grantee elects not to pay Grantor for the additional value of the gravel reserves that would be rendered un-minable as a result of the expanded, sloped buffer zone, then Grantor shall be obligated to maintain only a 3:1 sloped buffer zone over the thirty-five (35) foot area adjacent to the boundary lines of the Pipeline Easement and Grantor shall have no liability to Grantee for damage to or interference with the pipeline and other facilities of Grantee within the Pipeline Easement, or for disruption of services provided by Grantee with respect to loss of lateral support for the facilities, if Grantor excavates to and maintains a 3:1 slope over the thirty-five (35) foot area adjacent to the boundaries of the Pipeline Easement. In the alternative, Grantor can request that Grantee remove and relocate the pipeline at Grantor's sole cost and expense, to a location on the lands that has been mined and reclaimed. If Grantee elects to remove and relocate the pipeline, Grantee shall not be required to do so until Grantee has received permission and all consents and permissions to abandon the old pipeline and construct the new pipeline. Grantor shall grant Grantee a new easement and shall pay the entire actual cost and expense of the removal and relocation, including but not limited to the cost Grantee of permits, materials, installation, surveying, inspection, x-ray, environmental studies, regulatory filings, attorneys' fees, and other expenses or overhead that may be required."

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

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7. In the event of any excavation within the Easements, including, but not limited to installation and construction of the pipeline herein, the topsoil will be removed and stored separately from the subsoil. As the pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. Such methods will be utilized in both cultivated and non-cultivated areas and solely over the ditch line.

8. Grantee agrees to utilize a chisel plow during reclamation of all disturbed areas within the Pipeline Easement and Temporary Construction Easement while in effect. Prior to construction and for fire control purposes, grass in the Easements will be mowed, not bladed; however, if grading is required to level the Easements area, such grading is allowed but only to the extent reasonably required.

9. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

10. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

11. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

12. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

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13. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

14. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

15. Grantee agrees that it will remove any and all rocks greater than three inches (3") in diameter uncovered or encountered during the digging process from the surface of the excavated easement to preexisting rock piles currently located on Grantor's property. These shall, upon completion of the construction process, be removed from the premises.

16. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

17. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

18. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

19. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

20. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

21. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

22. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

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EXECUTED this 8th day of January, 2016.

GRANTOR:

Emery Boe

Emery Boe

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Emery Boe, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8th day of January, 2016.

Notary Public

My Commission Expires: Dec 16, 2020

GRANT SMITH
Notary Public
State of North Dakota
My Commission Expires December 16, 2020

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WILLIAMS COUNTY, ND
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WILLIAMS COUNTY, NORTH DAKOTA

SECTION 4 TOWNSHIP 155 NORTH, RANGE 96 WEST OF THE 5TH P.M.

EXHIBIT "A"

BASIS OF BEARING
N 88°38'06" E – 5269.56'

NORTH LINE SEC. 4
60TH ST. NW

P.O.C.
NE COR. SEC. 4
FND. I.R.

N 1/16 LINE SEC. 4

MATCH LINE SHEET 2

℄ PROPOSED EASEMENT		
LINE #	LENGTH	BEARING
L1	287.83'	S 85°59'29" W
L2	1826.57'	S 88°29'07" W
L3	398.76'	S 81°44'38" W
L4	251.51'	S 82°08'40" W
L5	160.50'	S 85°22'00" W
L6	830.60'	S 88°44'33" W
L7	853.00'	S 88°29'17" W
L8	199.55'	N 86°15'25" W
L9	220.94'	S 88°26'05" W
L10	136.21'	S 81°41'07" W
L11	105.42'	S 88°45'14" W

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

(ND–WI–024.200.500)

SE1/4 NW1/4, S1/2 NE1/4 AND NE1/4 SW1/4 OF SEC. 4, T155N, R95W

EAST LINE SEC. 4
S 1°35'28" E – 2297.42'

TEMPORARY CONSTRUCTION EASEMENT

℄ PROPOSED 50' EASEMENT

PERMANENT EASEMENT

L1
L2
L3
L4

P.O.B.

EXIST. FOREIGN PIPELINE

EXIST. FOREIGN PIPELINE

TEMPORARY CONSTRUCTION EASEMENT

SEE DETAIL "A"
(SHEET 2 OF 3)

E–W 1/4 LINE SEC. 4

N–S 1/4 LINE SEC. 4

SCALE: 1" = 300'

300' 150' 0 300'

LEGEND

- P.O.C. – POINT OF COMMENCEMENT
- P.O.B. – POINT OF BEGINNING
- P.O.T. – POINT OF TERMINATION
- P.E. – PERMANENT EASEMENT
- T.C.E. – TEMPORARY CONSTRUCTION EASEMENT
- – SECTION OR QUARTER CORNER
- – FOUND MONUMENT

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SHEET 1 OF 3

LENGTH OF PROPOSED PIPELINE: 5270.89 FEET = 319.45 RODS
PERMANENT EASEMENT: (6.05 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (10.77 AC.)
PERMANENT ACCESS ROAD: (0.27 AC.)
VALVE SITE: (0.09 AC.)

REV.	DATE	BY	DESCRIPTION	CHK.
0	01/06/16	JMH	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50–FOOT EASEMENT
SE1/4 NW1/4, S1/2 NE1/4 AND NE1/4 SW1/4, SW1/4 NW1/4, W1/2 SW1/4 AND LOT 4 OF SEC. 4, T155N, R95W
WILLIAMS COUNTY NORTH DAKOTA

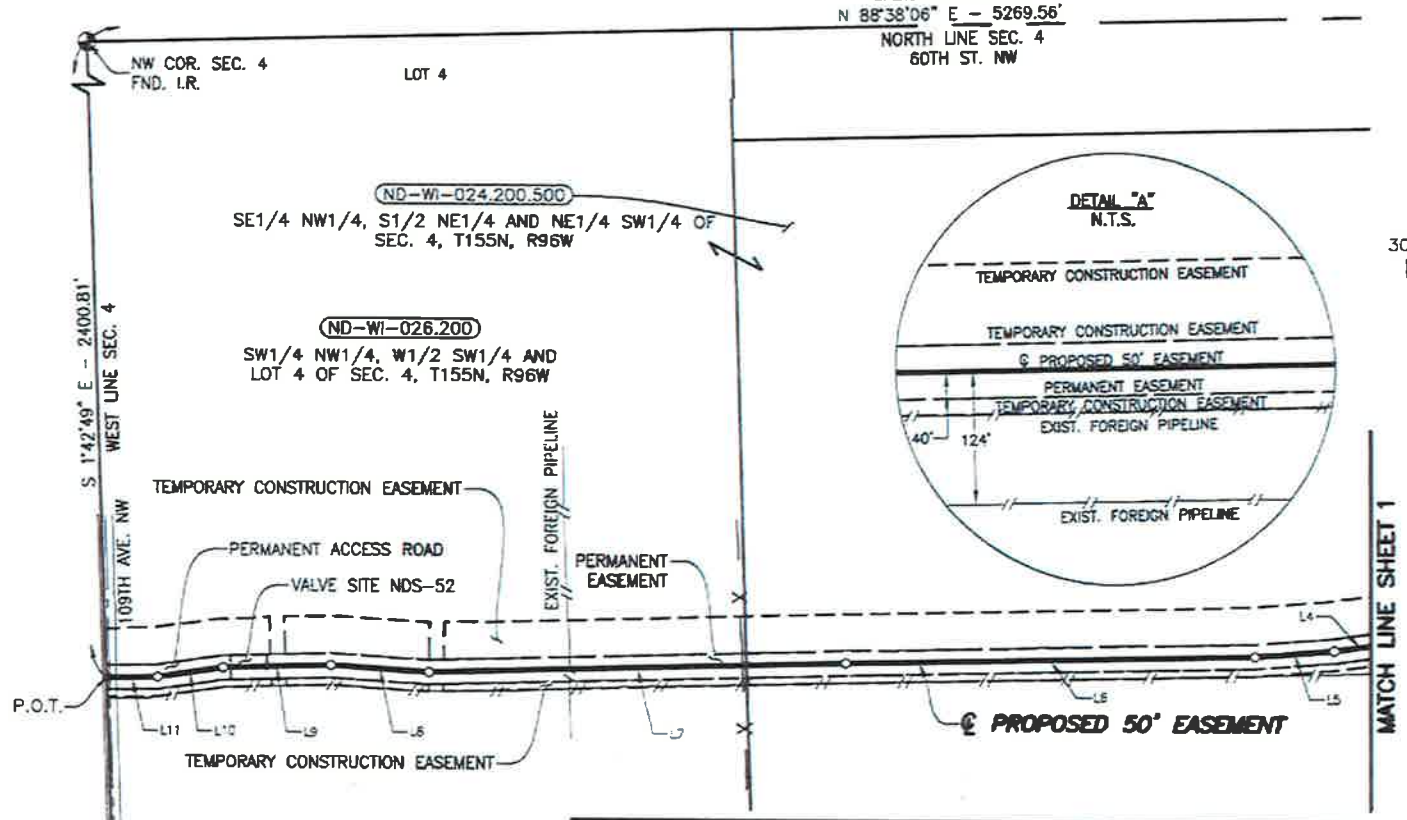
DRAWN BY: JMH	DATE: 01/06/16	DWG. NO.	REV.
CHECKED BY: DH	DATE: 01/06/16	ND–WI–024.200.500 & 026.200.WI	0
SCALE: 1" = 300'	APP.: CH		

FILE: R:\Projects\10395\DISCIPLINE\CAD\DRAWINGS\04 - PROPERTY PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND–WI–024.200.500 & 026.200.WI.dwg PLOT DATE: 1/6/2016 1:17 PM

WILLIAMS COUNTY, ND
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WILLIAMS COUNTY, NORTH DAKOTA

SECTION 4 TOWNSHIP 155 NORTH, RANGE 96 WEST OF THE 5TH P.M.



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SHEET 2 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
0	01/06/16	JMH	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 527C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
SE1/4 NW1/4, S1/2 NE1/4 AND NE1/4 SW1/4, SW1/4 NW1/4, W1/2 SW1/4 AND LOT 4 OF SEC. 4, T155N, R96W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 01/06/16	DWG. NO.	REV.
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SCALE: 1" = 300'	APP.: CH		

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WILLIAMS COUNTY, NORTH DAKOTA

SECTION 4 TOWNSHIP 155 NORTH, RANGE 96 WEST OF THE 5TH P.M.

Commencing at an Iron Rod found at the Northeast Section corner of Section 4; thence S01°35'28"E 2297.42 feet along the East line of said Section 4 to the Point Of Beginning.

Thence along the centerline of the permanent easement the following courses:

1. S85°59'29"W 287.83 feet to a point;
2. S88°29'07"W 1826.57 feet to a point;
3. S81°44'38"W 398.76 feet to a point;
4. S82°08'40"W 251.51 feet to a point;
5. S85°22'00"W 160.50 feet to a point;
6. S88°44'33"W 830.60 feet to a point;
7. S88°29'17"W 853.00 feet to a point;
8. N86°15'25"W 199.55 feet to a point;
9. S88°26'05"W 220.94 feet to a point;
10. S81°41'07"W 136.21 feet to a point;

Thence S88°45'14"W 105.42 feet to the Point Of Termination from which an Iron Rod found at the Northwest Section corner of said Section 4, bears S01°42'49"E 2400.81 feet. Said permanent easement contains 6.05 acres, more or less.

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SHEET 3 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
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PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6270

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
SE1/4 NW1/4, S1/2 NE1/4 AND NE1/4 SW1/4, SW1/4 NW1/4, W1/2 SW1/4 AND
LOT 4 OF SEC. 4, T155N, R96W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 01/06/16	DWG. NO.	REV.
CHECKED BY: DH	DATE: 01/06/16	BOE-ND-WI-024.200.500 & 026.200.WR	0
SCALE: N.T.S.	APP.: CH		

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WILLIAMS COUNTY, ND

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EAS $31.00
WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-027.200
PARCEL ID: 17-155-96-00-05-020
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated November 18, 2015, is **Robert J. Sheldon and Ida Ann Sheldon, Grantees, as joint tenants**, whose mailing address is **10971 60th Street Northwest, Tioga, ND 58852** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows

All that certain lot, tract or parcel of land, containing 160.160 acres more or less, being situated in the Lots 1 and 2, and the S/2NE1/4 in Section 5, Township 155 North, Range 96 West, Williams County, North Dakota, as described in that certain Quit Claim Deed dated March 26, 1993, from George Sheldon a/k/a George J. Sheldon and Viona Sheldon a/k/a Viona C. Sheldon, husband and wife; Robert Sheldon a/k/a Robert J. Sheldon and Ida Sheldon a/k/a Ida Ann Sheldon, husband and wife; William Sheldon a/k/a William G. Sheldon and Jean Sheldon a/k/a Jean R. Sheldon, husband and wife, Grantors to Robert J. Sheldon and Ida Ann Sheldon, Grantees, as joint tenants and not as tenants in common, recorded as Instrument Number 548893 Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated March 19, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 805698, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the

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recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses,

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provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

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9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 18TH day of December, 2015.

GRANTOR:

Robert J. Sheldon

Robert J. Sheldon

ACKNOWLEDGMENT

(Individual)

State of N. Dakota)ss

County of Williams

BEFORE ME, the undersigned authority, on this day personally appeared Robert J. Sheldon known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18TH day of December, 2015.

Sharon Starks

Notary Public

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

My Commission Expires: 12/30/20

RJS

EXECUTED this 18TH day of November, 2015.

GRANTOR:

Ida Ann Sheldon

Ida Ann Sheldon

ACKNOWLEDGMENT

(Individual)

State of N. Dakota)ss

County of Williams

BEFORE ME, the undersigned authority, on this day personally appeared Ida Ann Sheldon known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18TH day of November, 2015.

Sharon Starks

Notary Public

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

My Commission Expires: 12/30/20

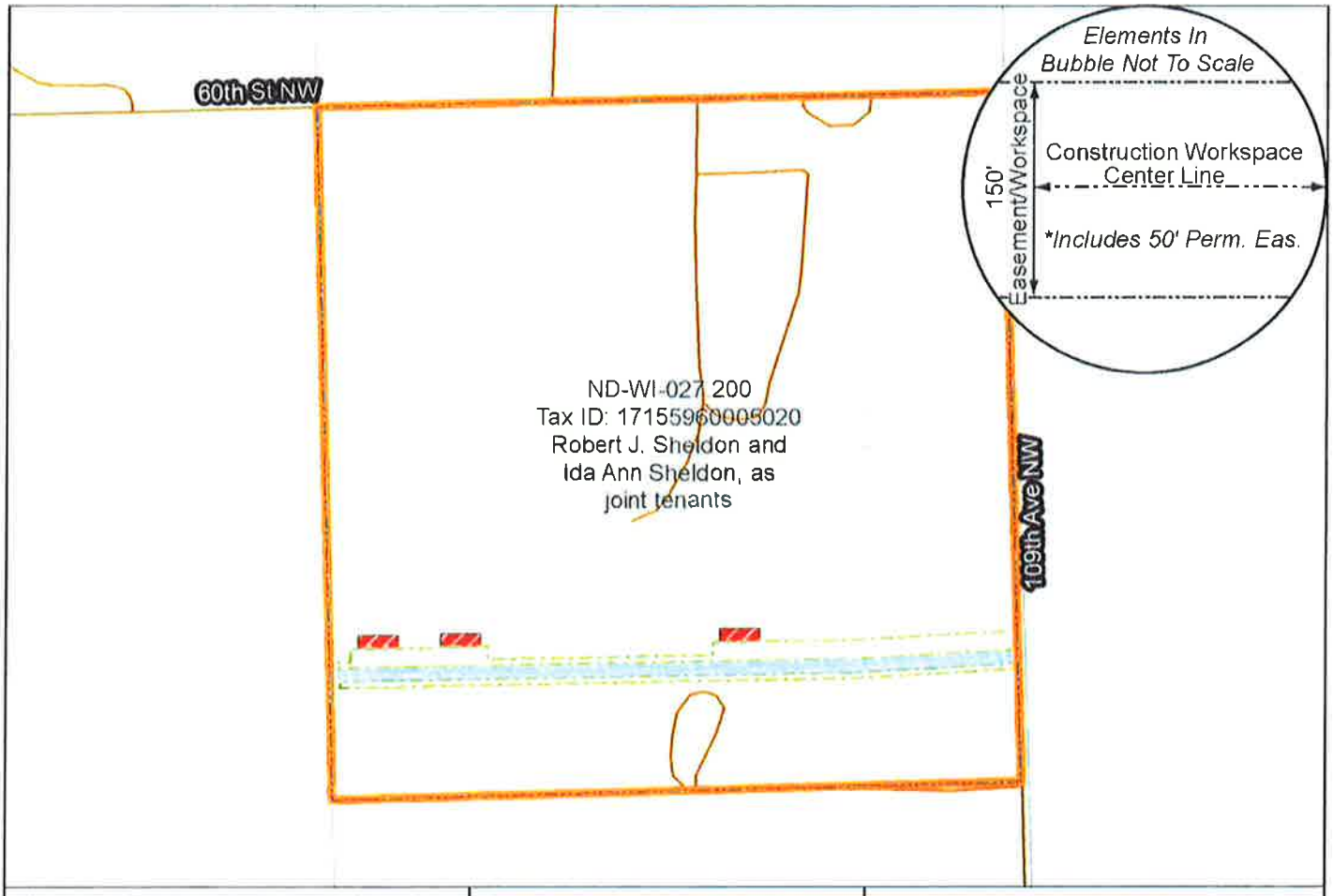
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Page: 7 of 8
12/4/2015 3:39 PM
WILLIAMS COUNTY, ND
EAS $31.00

Exhibit A

WILLIAMS COUNTY, ND

S005-R096W-T155N



ROW Length: 2648.78 Ft = 160.53 Rods
Proposed Permanent Easement: 3.04 Ac.
Temp Easement/ Workspace: 4.97 Ac
Add Temp Easement/ Workspace: 0.52 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Robert J. Sheldon and Ida Ann Sheldon, as joint tenants

Tract No.: ND-WI-027 200

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Thursday, October 29, 2015 6:27:15 PM

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Page: 1 of 8
4/1/2015 10:18 AM
WILLIAMS COUNTY, ND
EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-028.000
PARCEL ID: 18-156-96-00-32-030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated MARCH 19TH, 2015, is **Robert J. Sheldon and Ida Ann Sheldon, Grantees, as joint tenants**, whose mailing address is **10971 60th Street Northwest, Tioga, ND 58852** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows.

All that certain lot, tract or parcel of land, containing 160.000 acres more or less, being situated in the SW/4 in Section 32, Township 156 North, Range 96 West, Williams County, North Dakota, as described in that certain Quit Claim Deed dated March 26, 1993, from George Sheldon a/k/a George J. Sheldon and Viona Sheldon a/k/a Viona C. Sheldon, husband and wife; Robert Sheldon a/k/a Robert J. Sheldon and Ida Sheldon a/k/a Ida Ann Sheldon, husband and wife; William Sheldon a/k/a William G. Sheldon and Jean Sheldon a/k/a Jean R. Sheldon, husband and wife, Grantors to Robert J. Sheldon and Ida Ann Sheldon, Grantees, as joint tenants and not as tenants in common, recorded as Instrument Number 548893, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

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Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

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4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the

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Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

RL JS

EXECUTED this 19TH day of MARCH, 2015.

GRANTOR:

Robert J. Sheldon

Robert J. Sheldon

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
)ss
County of WILLIAMS)

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT J. SHELDON known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19TH day of MARCH, 2015.

Notary Public

CHRIS FONTENOT
Notary Public
State of North Dakota
My Commission Expires Jan 30, 2021

My Commission Expires: JAN. 30, 2021

RL JS

EXECUTED this 19TH day of MARCH, 2015.

GRANTOR:

Ida Ann Sheldon

Ida Ann Sheldon

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)

)ss

County of WILLIAMS)

BEFORE ME, the undersigned authority, on this day personally appeared IDA ANN SHELDON known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19TH day of MARCH, 2015.

Notary Public

My Commission Expires: JAN. 30, 2021

CHRIS FONTENOT
Notary Public
State of North Dakota
My Commission Expires Jan 30, 2021

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Page: 6 of 8
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EAS $31.00

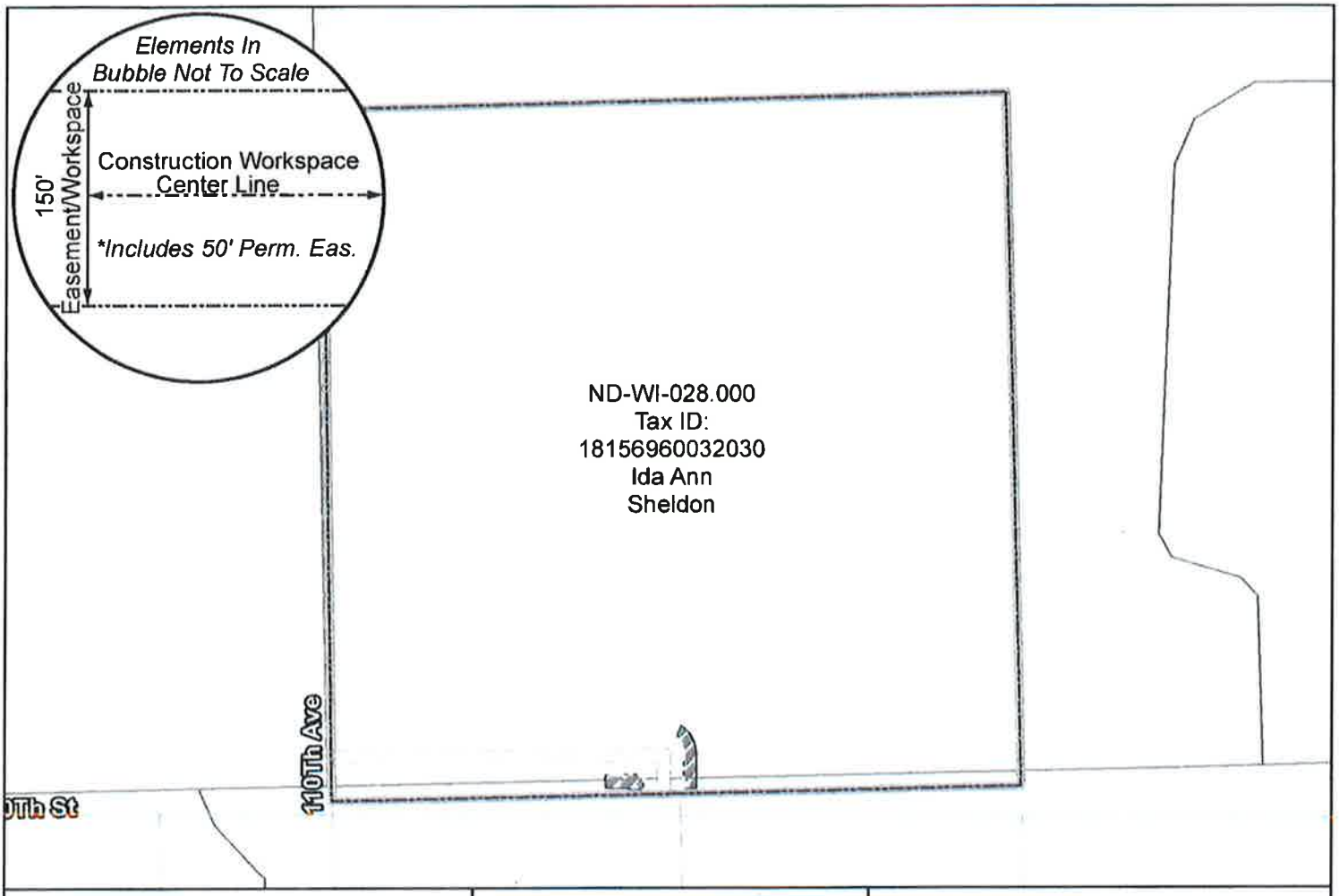
WILLIAMS COUNTY, ND

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Exhibit A

WILLIAMS COUNTY, ND

S032-R096W-T156N



ROW Length: 1419.47 Ft. = 86.03 Rods
Proposed Permanent Easement: 1.63 Ac.
Temp Easement/ Workspace: 3.23 Ac.
Add Temp Easement/ Workspace: 0.44 Ac.
Launch & Receiver/Valve Site: 0 Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Ida Ann Sheldon

Tract No.: ND-WI-028.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Tuesday, January 06, 2015 2:43:55 PM

EXHIBIT H-2(b)

Reroute Location 25

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Page: 1 of 8
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WILLIAMS COUNTY, ND
EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-028.000
PARCEL ID: 18-156-96-00-32-030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated MARCH 19TH, 2015, is **Robert J. Sheldon and Ida Ann Sheldon, Grantees, as joint tenants**, whose mailing address is **10971 60th Street Northwest, Tioga, ND 58852** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows.

All that certain lot, tract or parcel of land, containing 160.000 acres more or less, being situated in the SW/4 in Section 32, Township 156 North, Range 96 West, Williams County, North Dakota, as described in that certain Quit Claim Deed dated March 26, 1993, from George Sheldon a/k/a George J. Sheldon and Viona Sheldon a/k/a Viona C. Sheldon, husband and wife; Robert Sheldon a/k/a Robert J. Sheldon and Ida Sheldon a/k/a Ida Ann Sheldon, husband and wife; William Sheldon a/k/a William G. Sheldon and Jean Sheldon a/k/a Jean R. Sheldon, husband and wife, Grantors to Robert J. Sheldon and Ida Ann Sheldon, Grantees, as joint tenants and not as tenants in common, recorded as Instrument Number 548893, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

R.S. I.S.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

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4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the

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Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 19TH day of MARCH, 2015.

GRANTOR:

Robert J. Sheldon

Robert J. Sheldon

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
)ss
County of WILLIAMS)

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT J. SHELDON known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19TH day of MARCH, 2015.

Notary Public

My Commission Expires: JAN. 30, 2021

CHRIS FONTENOT
Notary Public
State of North Dakota
My Commission Expires Jan 30, 2021

RL JS

EXECUTED this 19TH day of MARCH, 2015.

GRANTOR:

Ida Ann Sheldon

Ida Ann Sheldon

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)

)ss

County of WILLIAMS)

BEFORE ME, the undersigned authority, on this day personally appeared IDA ANN SHELDON known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19TH day of MARCH, 2015.

Notary Public

My Commission Expires: JAN. 30, 2021

CHRIS FONTENOT
Notary Public
State of North Dakota
My Commission Expires Jan 30, 2021

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Page: 6 of 8
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EAS $31.00

WILLIAMS COUNTY, ND

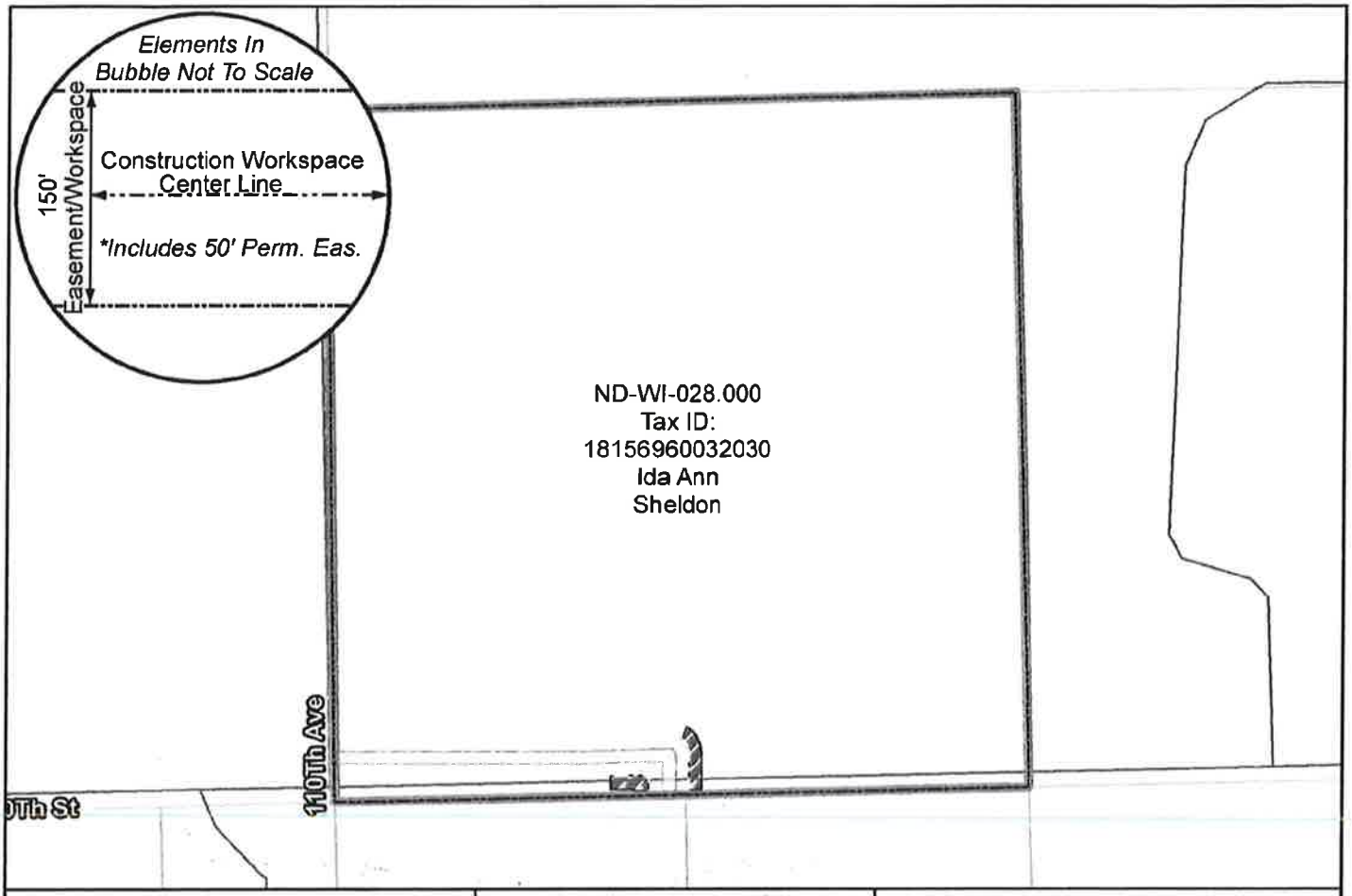
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Page: 7 of 8
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WILLIAMS COUNTY, ND
EAS $31.00

Exhibit A

WILLIAMS COUNTY, ND

S032-R096W-T156N



ROW Length: 1419.47 Ft. = 86.03 Rods
Proposed Permanent Easement: 1.63 Ac.
Temp Easement/ Workspace: 3.23 Ac.
Add Temp Easement/ Workspace: 0.44 Ac.
Launch & Receiver/Valve Site: 0 Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Ida Ann Sheldon

Tract No.: ND-WI-028.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Tuesday, January 06, 2015 2:43:55 PM

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Page: 1 of 10
7/22/2015 8:52 AM
WILLIAMS COUNTY, ND
EAS $37.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-029.000, 030.000, 031.000
PARCEL ID: 18-156-96-00-31-010, 18-156-96-00-31-040, 18-156-96-00-31-030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated _____, 2015, is between the **Charles J. Sjostrom and Kathleen Marie Olson a/k/a Kathleen Marie Olson Sjostrom husband and wife, as joint tenants**, whose mailing address is **22904 North Puma Court, Suncity West, Arizona 85375** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows.

All that certain lot, tract or parcel of land, containing 479.080 acres more or less, being situated in the Northeast Quarter (NE1/4), Southeast Quarter (SE1/4), the East Half of the Southwest Quarter (E1/2SW1/4) and Lots Three (3) and Four (4) all in Section Thirty-one (31), Township One Hundred Fifty-six (156) North, Range Ninety-six (96) West, Williams County, North Dakota, as described in a Final Decree of Distribution, dated August 12, 1955, from H. Morris Borstad, Administrator of the Estate of Floyd V. Olson, deceased, Grantor, to Kathleen Marie Olson, Grantee, recorded as Instrument Number 274800, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated February 4th, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 802103, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so

chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 29th day of June, 2015.

GRANTOR:

Kathleen Marie Olson Sjostrom

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Cass)

BEFORE ME, the undersigned authority, on this day personally appeared Kathleen Sjostrom known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of June, 2015.

Julie Saulsbury
Notary Public

My Commission Expires: April 30, 2019

JULIE SAULSBURY
Notary Public
State of North Dakota
My Commission Expires April 30, 2019

EXECUTED this 29th day of June, 2015.

GRANTOR:

Charles J. Sjostrom

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Cass)

BEFORE ME, the undersigned authority, on this day personally appeared Charles J. Sjostrom known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of June, 2015.

JULIE SAULSBURY
Notary Public
State of North Dakota
My Commission Expires April 30, 2019

Julie Saulsbury
Notary Public

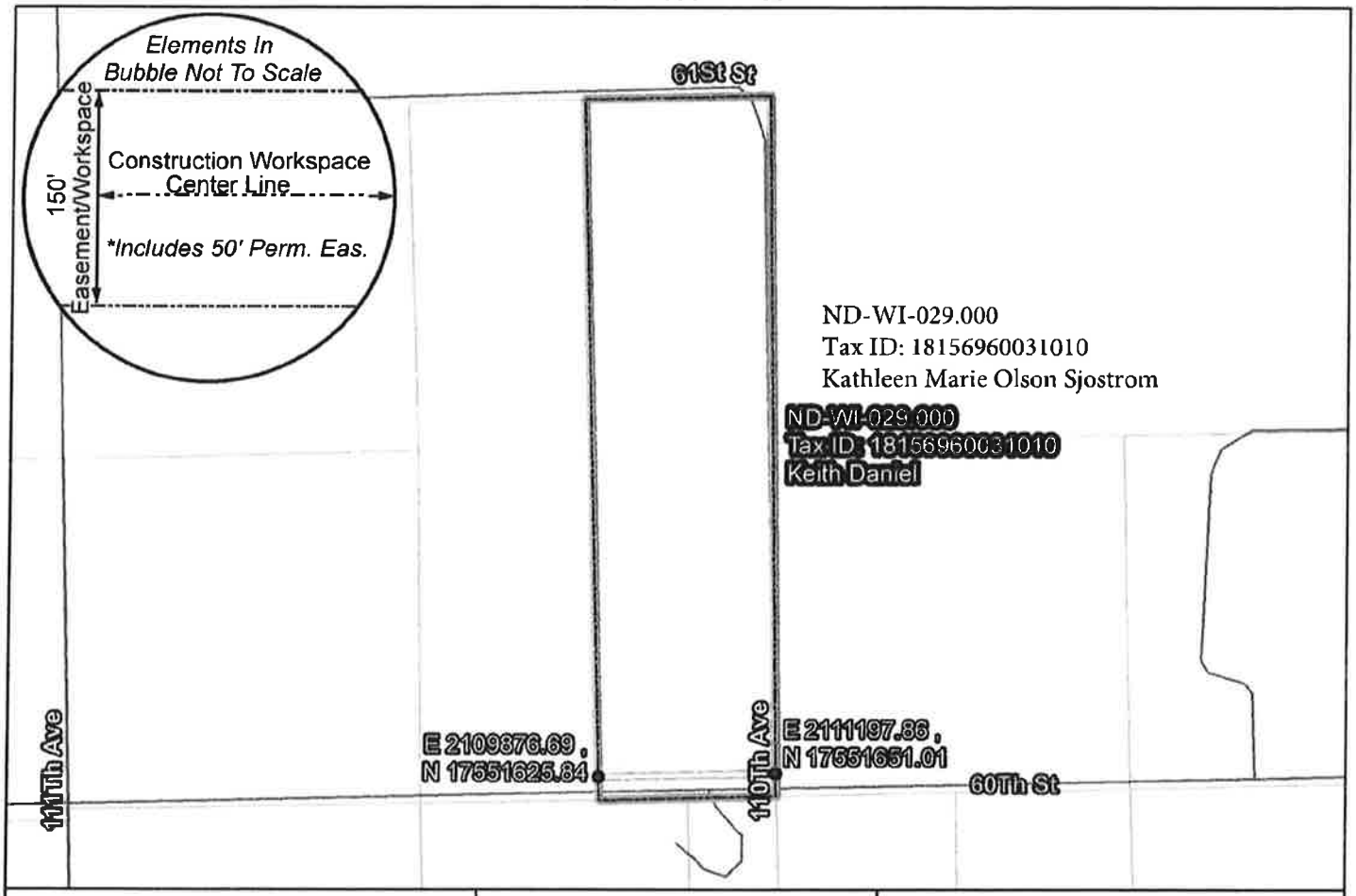
My Commission Expires: April 30, 2019

810101
Page: 7 of 10
7/22/2015 8:52 AM
WILLIAMS COUNTY, ND
EAS $37.00

Exhibit A

WILLIAMS COUNTY, ND

S031-R096W-T156N



ROW Length: 1321.43 Ft. = 80.09 Rods
Proposed Permanent Easement: 1.52 Ac.
Temp Easement/ Workspace: 3.03 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 2,200 Feet

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Keith Daniel

Tract No.: ND-WI-029.000

- Entry & Exit Points
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

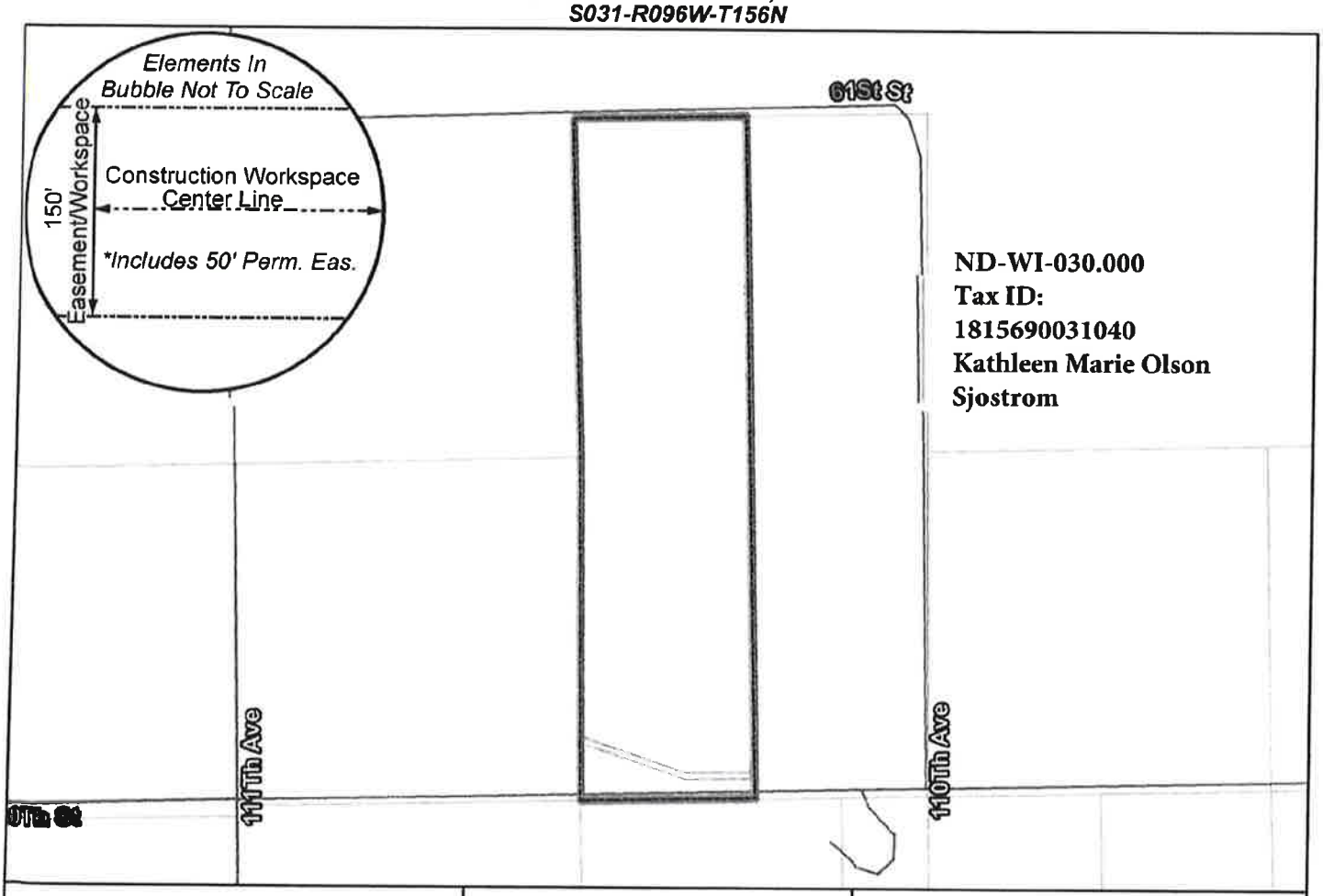
KMS

Date Exported: Monday, November 10, 2014 12:04:10 PM

Exhibit A

WILLIAMS COUNTY, ND

S031-R096W-T156N



ROW Length: 1378.75 Ft. = 83.56 Rods
Proposed Permanent Easement: 1.58 Ac.
Temp Easement/ Workspace: 3.16 Ac.
Add Temp Easement/ Workspace: 0 Ac.
Launch & Receiver/Valve Site: 0 Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500 1,000 1,500

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Kathleen Marie Olson

Tract No.: ND-WI-030.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

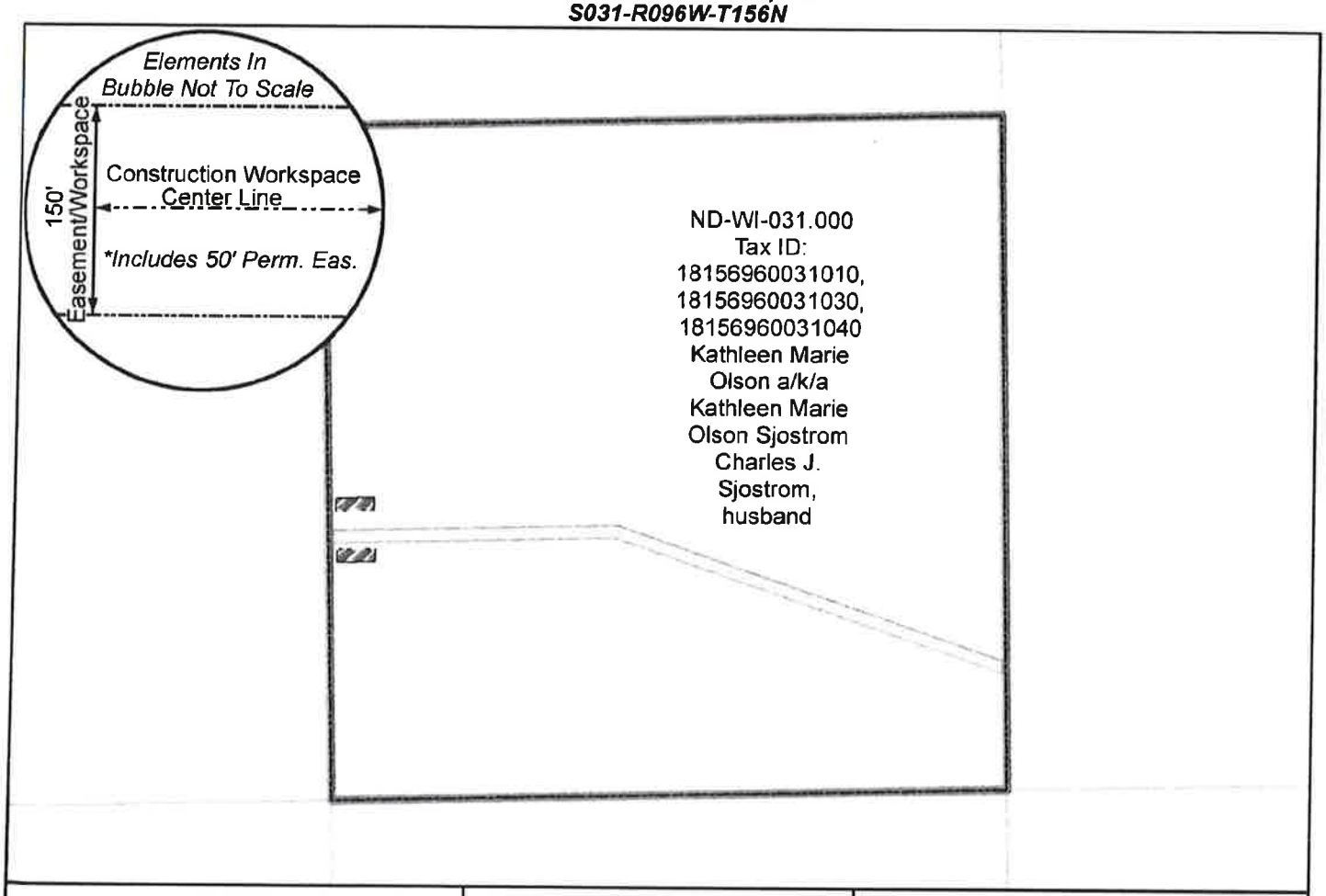
Landowner Initials KS

Date Exported: Tuesday, January 06, 2015 2:43:57 PM

Exhibit A

WILLIAMS COUNTY, ND

S031-R096W-T156N



ROW Length: 2729.59 Ft. = 165.43 Rods
Proposed Permanent Easement: 3.13 Ac.
Temp Easement/ Workspace: 6.27 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Kathleen Marie Olson a/k/a Kathleen Marie Olson Sjostrom Charles J.

Tract No.: ND-WI-031.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials CJS KS

Date Exported: Friday, June 05, 2015 1:12:00 PM

810101
Page: 1 of 10
7/22/2015 8:52 AM
WILLIAMS COUNTY, ND
EAS $37.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-029.000, 030.000, 031.000
PARCEL ID: 18-156-96-00-31-010, 18-156-96-00-31-040, 18-156-96-00-31-030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated _____, 2015, is between the **Charles J. Sjostrom and Kathleen Marie Olson a/k/a Kathleen Marie Olson Sjostrom husband and wife, as joint tenants**, whose mailing address is **22904 North Puma Court, Suncity West, Arizona 85375** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows.

All that certain lot, tract or parcel of land, containing 479.080 acres more or less, being situated in the Northeast Quarter (NE1/4), Southeast Quarter (SE1/4), the East Half of the Southwest Quarter (E1/2SW1/4) and Lots Three (3) and Four (4) all in Section Thirty-one (31), Township One Hundred Fifty-six (156) North, Range Ninety-six (96) West, Williams County, North Dakota, as described in a Final Decree of Distribution, dated August 12, 1955, from H. Morris Borstad, Administrator of the Estate of Floyd V. Olson, deceased, Grantor, to Kathleen Marie Olson, Grantee, recorded as Instrument Number 274800, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated February 4th, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 802103, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so

chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 29th day of June, 2015.

GRANTOR:

Kathleen Marie Olson Sjostrom - Sjostrom

ACKNOWLEDGMENT

(Individual)

State of North Dakota)ss
County of Cass)

BEFORE ME, the undersigned authority, on this day personally appeared Kathleen Sjostrom known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of June, 2015.

Julie Saulsbury
Notary Public

My Commission Expires: April 30, 2019

JULIE SAULSBURY
Notary Public
State of North Dakota
My Commission Expires April 30, 2019

EXECUTED this 29th day of June, 2015.

GRANTOR:

Charles J. Sjostrom

ACKNOWLEDGMENT

(Individual)

State of North Dakota)ss
County of Cass)

BEFORE ME, the undersigned authority, on this day personally appeared Charles J. Sjostrom, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of June, 2015.

JULIE SAULSBURY
Notary Public
State of North Dakota
My Commission Expires April 30, 2019

Julie Saulsbury
Notary Public

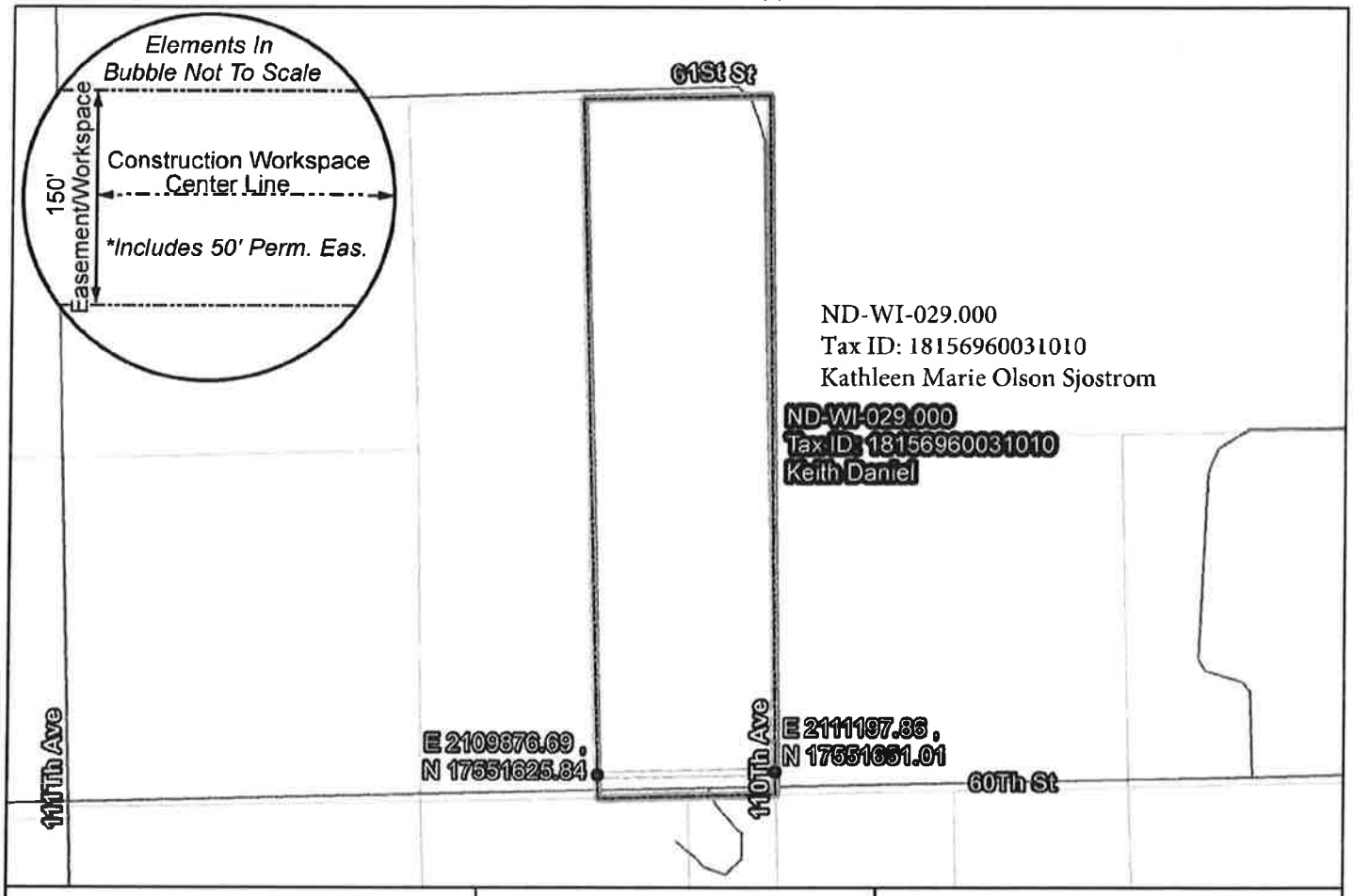
My Commission Expires: April 30, 2019

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Page: 7 of 10
7/22/2015 8:52 AM
WILLIAMS COUNTY, ND
EAS $37.00

Exhibit A

WILLIAMS COUNTY, ND

S031-R096W-T156N



ROW Length: 1321.43 Ft. = 80.09 Rods
Proposed Permanent Easement: 1.52 Ac.
Temp Easement/ Workspace: 3.03 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 2,200

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Keith Daniel

Tract No.: ND-WI-029.000

- Entry & Exit Points
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

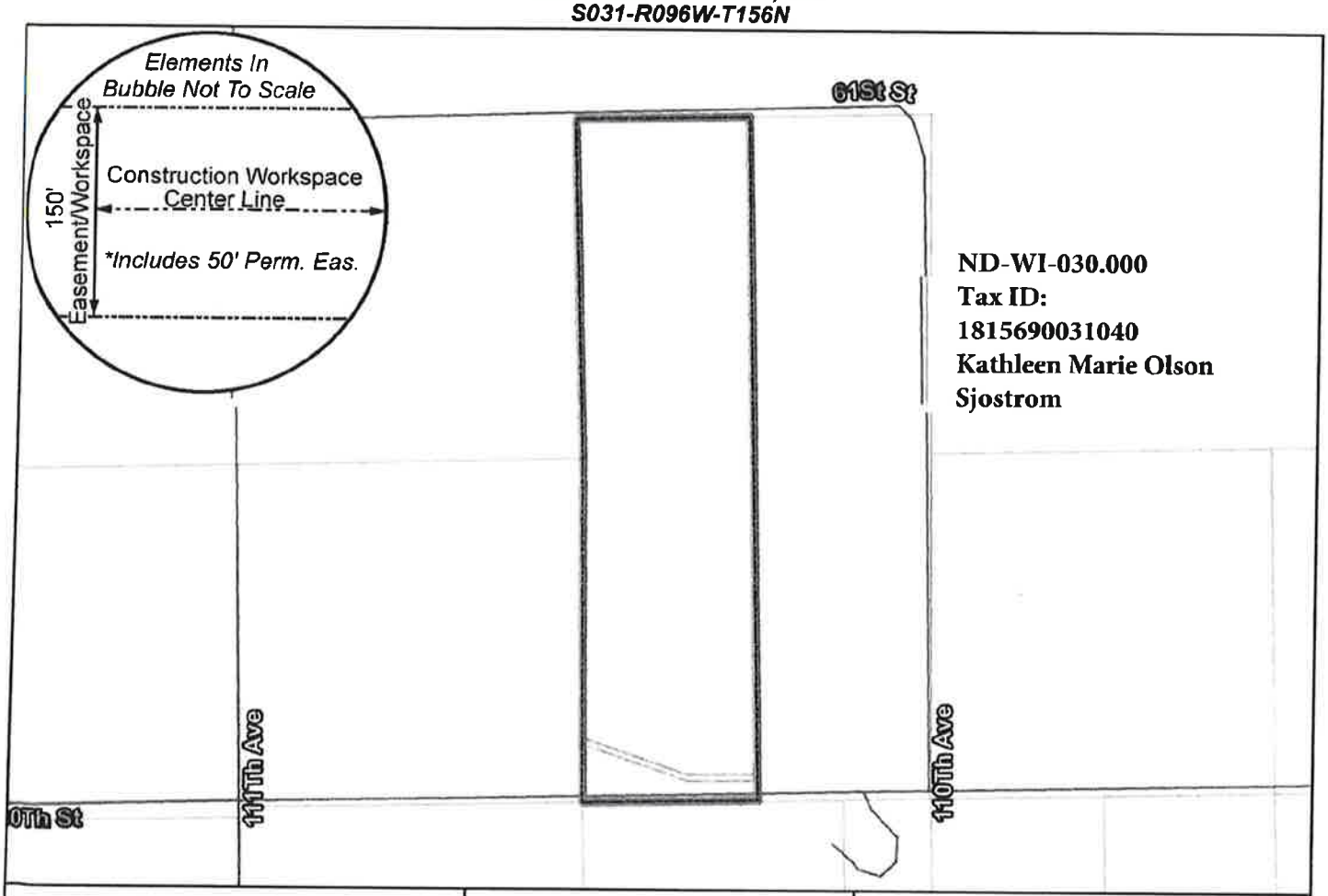
KMS

Date Exported: Monday, November 10, 2014 12:04:10 PM

Exhibit A

WILLIAMS COUNTY, ND

S031-R096W-T156N



ROW Length: 1378.75 Ft. = 83.56 Rods

Proposed Permanent Easement: 1.58 Ac.

Temp Easement/ Workspace: 3.16 Ac.

Add Temp Easement/ Workspace: 0 Ac.

Launch & Receiver/Valve Site: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500 1,000 1,500

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Kathleen Marie Olson

Tract No.: ND-WI-030.000

Property Boundaries

Proposed Permanent Easement

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials KSI

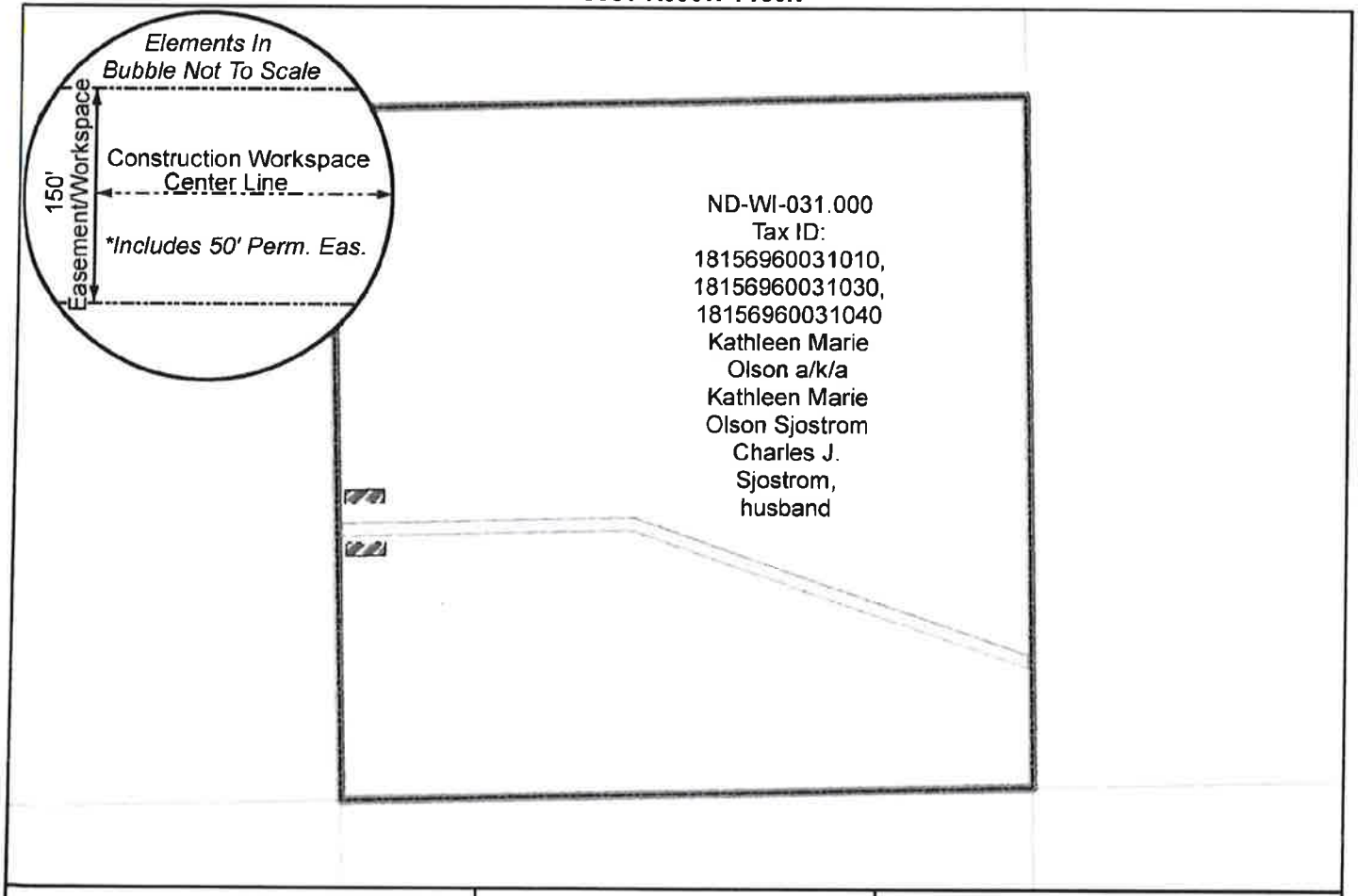
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Page: 9 of 10
WILLIAMS COUNTY, ND
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EAS $37.00

Exhibit A

WILLIAMS COUNTY, ND

S031-R096W-T156N



ROW Length: 2729.59 Ft. = 165.43 Rods
Proposed Permanent Easement: 3.13 Ac.
Temp Easement/ Workspace: 6.27 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — Feet — 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Kathleen Marie Olson a/k/a Kathleen Marie Olson Sjostrom
Charles J.

Tract No.: ND-WI-031.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____ *Landowner Initials*

Date Exported: Friday, June 05, 2015 1:12:00 PM

810101
Page: 1 of 10
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WILLIAMS COUNTY, ND EAS $37.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-029.000, 030.000, 031.000
PARCEL ID: 18-156-96-00-31-010, 18-156-96-00-31-040, 18-156-96-00-31-030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated _____, 2015, is between the **Charles J. Sjostrom and Kathleen Marie Olson a/k/a Kathleen Marie Olson Sjostrom husband and wife, as joint tenants**, whose mailing address is **22904 North Puma Court, Suncity West, Arizona 85375** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows.

All that certain lot, tract or parcel of land, containing 479.080 acres more or less, being situated in the Northeast Quarter (NE1/4), Southeast Quarter (SE1/4), the East Half of the Southwest Quarter (E1/2SW1/4) and Lots Three (3) and Four (4) all in Section Thirty-one (31), Township One Hundred Fifty-six (156) North, Range Ninety-six (96) West, Williams County, North Dakota, as described in a Final Decree of Distribution, dated August 12, 1955, from H. Morris Borstad, Administrator of the Estate of Floyd V. Olson, deceased, Grantor, to Kathleen Marie Olson, Grantee, recorded as Instrument Number 274800, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated February 4th, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 802103, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so

chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

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17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 29th day of June, 2015.

GRANTOR:

Kathleen Marie Olson Sjostrom - Sjostrom

ACKNOWLEDGMENT

(Individual)

State of North Dakota)ss
County of Cass)

BEFORE ME, the undersigned authority, on this day personally appeared Kathleen Sjostrom known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of June, 2015.

Julie Saulsbury
Notary Public

My Commission Expires: April 30, 2019

JULIE SAULSBURY
Notary Public
State of North Dakota
My Commission Expires April 30, 2019

EXECUTED this 29th day of June, 2015.

GRANTOR:

Charles J. Sjostrom

ACKNOWLEDGMENT

(Individual)

State of North Dakota)ss
County of Cass)

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State of North Dakota
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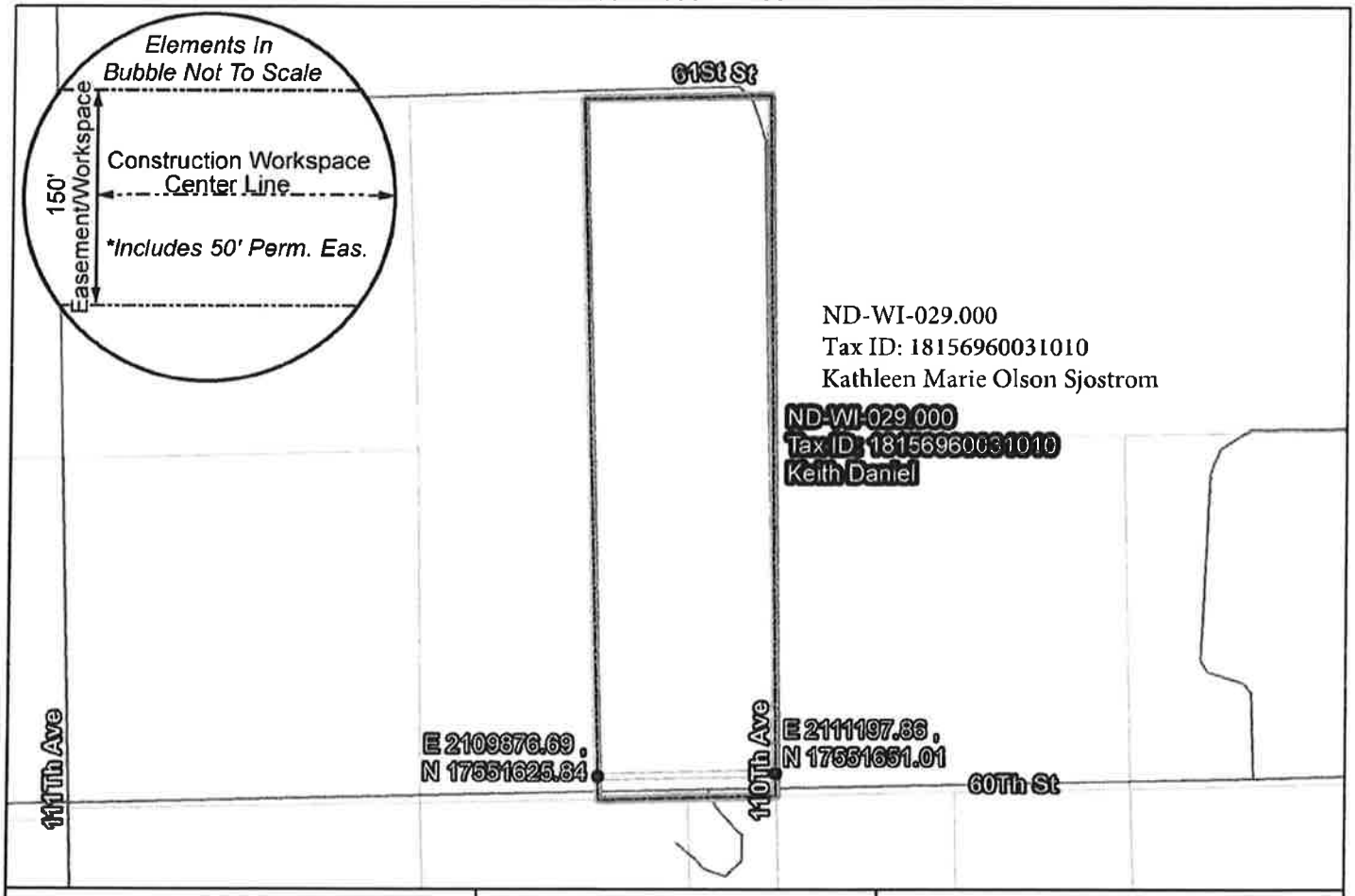
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Exhibit A

WILLIAMS COUNTY, ND

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DAKOTA ACCESS, LLC
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Proposed Pipeline Easement Across:
Keith Daniel

Tract No.: ND-WI-029.000

- Entry & Exit Points
- Property Boundaries
- Proposed Permanent Easement
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Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

KMS

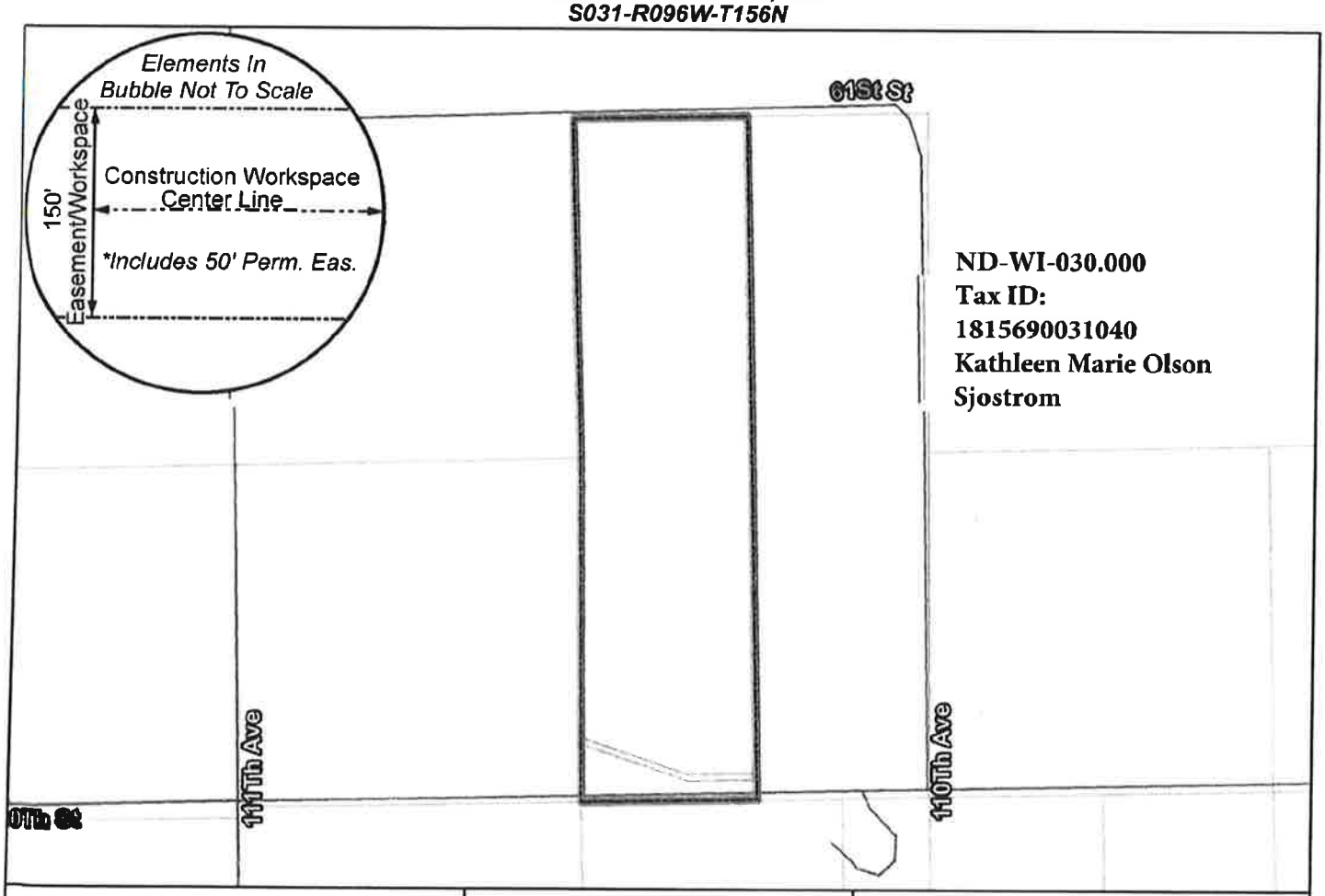
Date Exported: Monday, November 10, 2014 12:04:10 PM

810101
Page: 8 of 10
7/22/2015 8:52 AM
WILLIAMS COUNTY, ND
EAS $37.00

Exhibit A

WILLIAMS COUNTY, ND

S031-R096W-T156N



ROW Length: 1378.75 Ft. = 83.56 Rods
Proposed Permanent Easement: 1.58 Ac.
Temp Easement/ Workspace: 3.16 Ac.
Add Temp Easement/ Workspace: 0 Ac.
Launch & Receiver/Valve Site: 0 Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500 1,000 1,500

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Kathleen Marie Olson

Tract No.: ND-WI-030.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials KSO

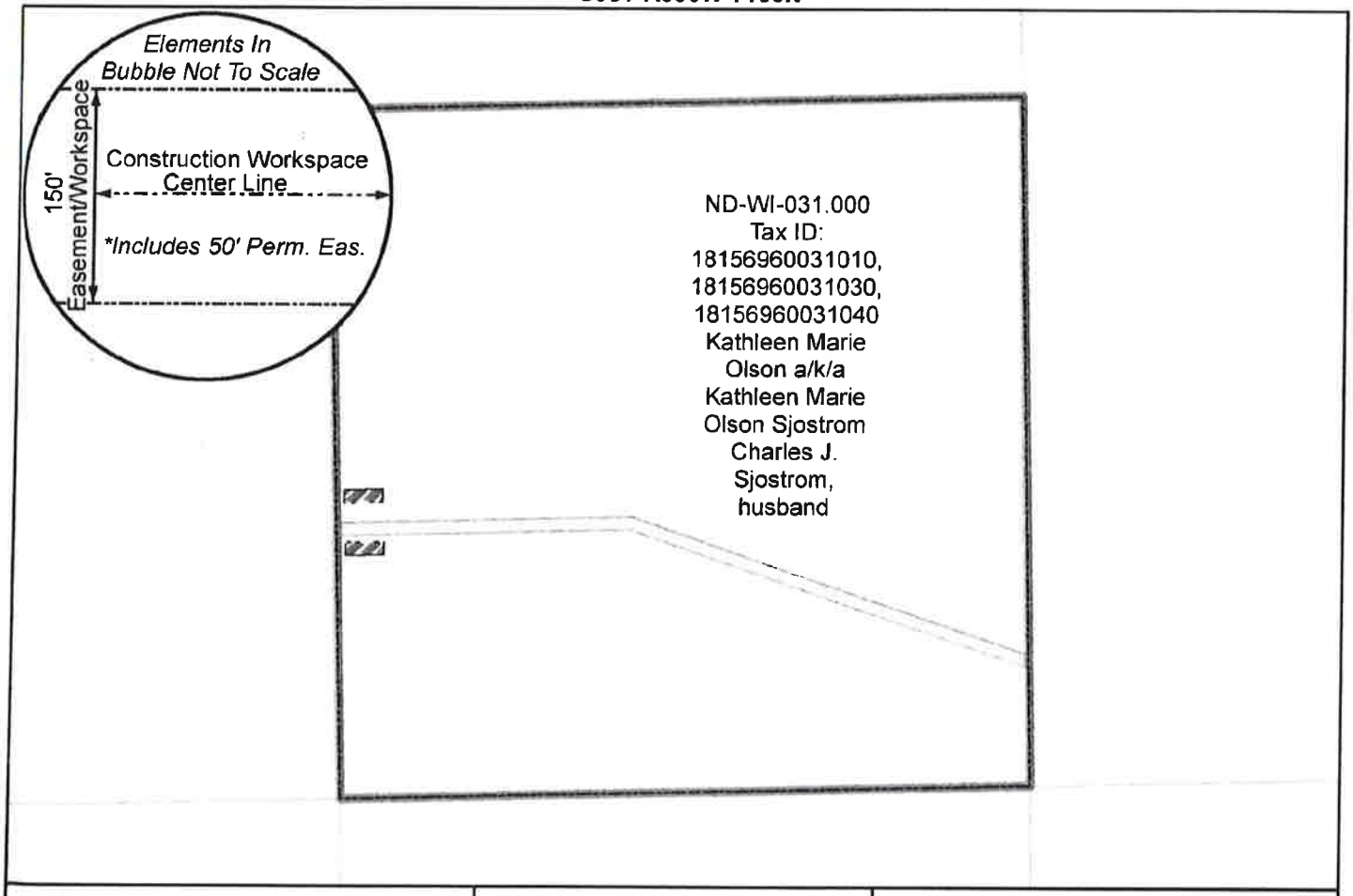
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810101
Page: 9 of 10
WILLIAMS COUNTY, ND
7/22/2015 8:52 AM
EAS $37.00

Exhibit A

WILLIAMS COUNTY, ND

S031-R096W-T156N



ROW Length: 2729.59 Ft. = 165.43 Rods
Proposed Permanent Easement: 3.13 Ac.
Temp Easement/ Workspace: 6.27 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Kathleen Marie Olson a/k/a Kathleen Marie Olson Sjostrom
Charles J.

Tract No.: ND-WI-031.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____ *Landowner Initials*

Date Exported: Friday, June 05, 2015 1:12:00 PM

821353
Page: 1 of 11
4/6/2016 1:55 PM
WILLIAMS COUNTY, ND EAS $50.00

EASEMENT: Oil Transmission Pipeline **ROW #7678 (Pg 1)**

STATE OF NORTH DAKOTA
BOARD OF UNIVERSITY AND SCHOOL LANDS

The State of North Dakota acting by and through the Board of University and School Lands and its agent, the Commissioner of University and School Lands (GRANTOR), in consideration of $271,740.75, which has been received, conveys to DAKOTA ACCESS LLC, 1300 MAIN ST, HOUSTON, TX 77002 (GRANTEE), an easement to construct, operate, maintain and remove one 12-inch diameter steel oil transmission pipeline and one 20-inch diameter steel oil transmission pipeline with the right of ingress and egress, over certain land hereafter referred to as the "easement area", which is a strip of land 33.0 feet wide, 16.5 feet on each side of the following described centerline:

One 12-inch Diameter Steel Oil Transmission Pipeline - S2 of Section 36, T156N, R95W, Williams County

Commencing at a 1/2-inch iron rod with a cap found for the southwest corner of said Section 36; thence North 88 degrees 16 minutes 35 seconds East along the south line of said Section 36, a distance of 5,275.48 feet to the southeast corner of said Section 36, thence North 01 degrees 42 minutes 34 seconds West along the east line of said Section 36, a distance of 1,851.24 feet to the Point of Beginning; thence South 86 degrees 25 minutes 53 seconds West, a distance of 202.46 feet; thence South 86 degrees 41 minutes 17 seconds West, a distance of 489.42 feet; thence South 86 degrees 31 minutes 18 seconds West, a distance of 341.66 feet; thence South 86 degrees 39 minutes 15 seconds West, a distance of 740.51 feet; thence South 86 degrees 42 minutes 05 seconds West, a distance of 564.99 feet; thence South 86 degrees 27 minutes 45 seconds West, a distance of 719.35 feet; thence South 86 degrees 35 minutes 54 seconds West, a distance of 1,052.90 feet; thence South 86 degrees 28 minutes 17 seconds West, a distance of 209.12 feet; thence South 86 degrees 35 minutes 21 seconds West, a distance of 151.69 feet; thence South 86 degrees 31 minutes 08 seconds West, a distance of 259.56 feet; thence South 83 degrees 19 minutes 52 seconds West, a distance of 548.61 feet; to the west line of said Section 36 and thus terminating, said ending point being located North 01 degrees 43 minutes 50 seconds West along the west line of said Section 36. The centerline is 5,280.25 feet or 320.02 rods long, and the easement area contains 4.00 acres, more or less. The easement area is further described and illustrated in Exhibits "A1-A2" which are attached to and are a part of this easement.

One 20-inch Diameter Steel Oil Transmission Pipeline - S2 of Section 36, T156N, R97W, Williams County

Commencing at a 1/2-inch iron rod found for the southeast corner of said Section 36; thence North 01 degrees 31 minutes 08 seconds West along the east line of said Section 36, a distance of 1,027.88 feet to the Point of Beginning; thence South 88 degrees 40 minutes 16 seconds West, a distance of 487.98 feet; thence South 89 degrees 11 minutes 37 seconds West, a distance of 1,018.17 feet; thence South 89 degrees 11 minutes 01 seconds West, a distance of 399.34 feet; thence South 89 degrees 29 minutes 36 seconds West, a distance of 200.23 feet; thence South 88 degrees 35 minutes 43 seconds West, a distance of 199.99 feet; thence South 88 degrees 55 minutes 52 seconds West, a distance of 199.77 feet; thence South 89 degrees 25 minutes 58 seconds West, a distance of 299.86 feet; thence South 89 degrees 18 minutes 29 seconds West, a distance of 400.05 feet; thence South 88 degrees 50 minutes 53 seconds West, a distance of 599.90 feet; thence South 89 degrees 07 minutes 10 seconds West, a distance of 400.05 feet; thence South 89 degrees 02 minutes 10 seconds West, a distance of 599.70 feet; thence South 89 degrees 23 minutes 18 seconds West, a distance of 464.58 feet to the west line of said Section 36 and thus terminating, said ending point being located North 01 degrees 37 minutes 25 seconds West along the west line of said Section 36. The centerline is 5,269.63 feet or 319.37 rods long, and the easement area contains 3.99 acres, more or less. The easement area is further described and illustrated in Exhibits "A3-A4" which are attached to and are a part of this easement.

1. The Oil Transmission Pipeline shall be built only on the centerline(s) as described above. GRANTEE may also use temporary work space, additional temporary work space, and temporary access road as depicted on Exhibits "A1-A4" as part of a construction right of way. This construction right of way shall be subject to the topsoil reservation and reclamation provisions of this easement and must be abandoned upon the completion of construction and reclamation.

MTH

EASEMENT: Oil Transmission Pipeline **ROW #7678 (Pg 2)**

2. GRANTEE agrees that there will be no surface disturbance or surface occupancy of the one (1) segment of the easement area that is designated for Oil Transmission Pipeline installation by horizontal boring as specifically shown on Exhibits "A1-A4" without written permission from GRANTOR.

3. The top of the Oil Transmission Pipeline must be buried at least 48 inches below the ground's surface.

4. GRANTEE may install the following described appurtenance(s) upon the surface or at a depth less than 36 inches: N/A. For this/these additional appurtenance(s), GRANTEE has paid N/A as further consideration. GRANTEE shall, when necessary, protect all above ground appurtenances with a fence adequate to prevent livestock access and shall paint all above ground structures; except wire fences, anchors, guy wires, steel towers, and wood poles; with earth tone colors.

5. If construction of the Oil Transmission Pipeline is not completed within two (2) years after GRANTOR signs this easement, this easement automatically terminates. GRANTOR, at GRANTOR's sole discretion, can extend the construction deadline upon request for amendment from GRANTEE, however, GRANTEE's request must be submitted prior to the construction deadline expiration date.

6. GRANTEE shall make a satisfactory settlement with the surface tenant for damage to seeded annual crops, fences or other improvements owned by the tenant, caused by construction, operation, maintenance or removal of the Oil Transmission Pipeline and shall notify the surface tenant of the construction schedule at least one week before construction.

7. GRANTEE, or its agent, shall have a legible copy of this easement with them on site for reference during construction, operation, maintenance or reclamation and shall present the copy upon GRANTOR's request.

8. This easement is subject to all of the GRANTOR's existing rights and privileges.

9. If, prior to or during construction, archeological or paleontological items are discovered or such items are disturbed, GRANTEE shall cease construction activities immediately. GRANTEE shall then promptly notify GRANTOR and must not resume construction until written approval is given by GRANTOR.

10. GRANTEE shall, prior to construction, maintenance or removal, reserve the top 12 inches of soil from areas subject to topsoil and subsoil mixing. The reserved soil must be stockpiled to minimize wind and water erosion. Upon completion of construction, and maintenance or removal, GRANTEE shall promptly reclaim the disturbed area. It must be recontoured to conform to the adjacent natural topography, rocks exposed by excavation must be hauled off or reburied on the property, the reserved soil must be evenly respread over the disturbed area, and the entire disturbed area must be revegetated with a mixture of native perennial grasses as shown in Exhibit "B". Reclamation is not complete until rocks are removed from the surface, erosion is controlled and the surface is revegetated with a mixture of native perennial grasses.

11. GRANTEE shall implement reasonable measures to prevent accelerated erosion. If an erosion problem develops, GRANTEE shall promptly take the necessary actions to correct it and shall repair any erosion damage.

12. GRANTEE shall not discharge oil, gas liquids, salt water, or any other hazardous liquids or toxic substances onto the right-of-way or land adjacent to the right-of-way. All discharges of oil, gas liquids, salt water, or other hazardous liquids or toxic substances shall be stopped as soon as possible after discovery and acted upon immediately to halt movement of such discharges. Any such discharges shall be reported immediately to the GRANTOR. The GRANTEE shall then restore the affected area as closely as possible to its original condition.

13. GRANTEE shall control all noxious weeds in the easement area.

14. GRANTEE may cut or trim trees and shrubs, but only to the extent they interfere with or endanger the operation or maintenance of the Oil Transmission Pipeline.

MTH

EASEMENT: Oil Transmission Pipeline **ROW #7678 (Pg 3)**

15. GRANTEE shall maintain the natural water flow and drainage.

16. GRANTEE shall take necessary precautions to prevent fires. In the event of a fire caused by the GRANTEE or its agent, GRANTEE shall compensate the GRANTOR's surface lessee(s) for their losses including forage, crop and any other losses; and shall compensate GRANTOR for any loss it suffers due to the fire.

17. GRANTEE shall conduct all activities associated with the Oil Transmission Pipeline in a manner that avoids the degradation of air, land, and water quality and that protects the area's visual resources.

18. GRANTOR reserves the right to use the easement area and to allow others to use the easement area for purposes compatible with GRANTEE's use. If someone other than GRANTOR uses the easement area in a manner inconsistent with GRANTEE's use, GRANTOR is not liable or responsible.

19. Through this easement, GRANTEE is not acquiring any subsurface interest. Subsurface interests include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays. If any subsurface interest is or will likely be excluded from mining or development because of the presence of this easement or the Oil Transmission Pipeline allowed by this easement, or if the location of the Oil Transmission Pipeline interferes or will likely interfere with the mining or development of subsurface interests outside of the easement area, GRANTOR may take one of the following actions upon sixty (60) days written notice to GRANTEE:
    1. Require GRANTEE to compensate GRANTOR, at an amount mutually agreed to by GRANTOR and GRANTEE, for the loss of royalties GRANTOR incurs because of the easement's presence; or
    2. Require GRANTEE, at GRANTEE's expense, to move the Oil Transmission Pipeline to another location within the affected tract, if it is determined by the GRANTOR that a suitable location exists within the tract. GRANTEE has three hundred sixty-five (365) days to move the Oil Transmission Pipeline upon receiving written notice. GRANTOR agrees to grant a new easement for such relocated Oil Transmission Pipeline without additional compensation.

    Failure to agree upon compensation or an alternative location that accommodates subsurface mineral development is grounds for GRANTOR to terminate the easement.

20. If GRANTOR determines at any time during the existence of the easement, that the easement negatively interferes with or in any manner and to any extent affects the marketability, market value, development, or the value for development of the state-owned land specifically described below, GRANTOR may take any one of the following actions upon sixty (60) days written notice to the GRANTEE:
    1. Require GRANTEE to compensate GRANTOR, at an amount mutually agreed to by GRANTOR and GRANTEE, for the loss of value GRANTOR incurs because of the easement's presence; or
    2. Require GRANTEE, at GRANTEE's expense, to move the Oil Transmission Pipeline to another location within the affected tract, if it is determined by the GRANTOR that a suitable location exists within the tract. GRANTEE has three hundred sixty-five (365) days to move the Oil Transmission Pipeline upon receiving written notice. GRANTOR agrees to grant a new easement for such relocated Oil Transmission Pipeline without additional compensation.

    Failure to agree upon compensation or an alternative location is grounds for GRANTOR to terminate the easement.

Twp	Rng	Sec	Sub Division	County
156	95	36	SE4	Williams
156	95	36	SW4	Williams
156	97	36	SE4	Williams
156	97	36	SW4	Williams

MTH

EASEMENT: Oil Transmission Pipeline **ROW #7678 (Pg 4)**

21. GRANTEE agrees to defend, indemnify and hold harmless GRANTOR from any claims by any person that are in any way related to GRANTEE's acts or omissions in its use of the easement area, including all costs, expenses, and reasonable attorney fees that in any manner result from or arise out of this agreement. It is GRANTEE's exclusive right and responsibility to construct, maintain, and remove the Oil Transmission Pipeline. GRANTEE further accepts liability and indemnifies GRANTOR, and its officers and employees, from all costs, expenses and reasonable attorney fees incurred in establishing and litigating the indemnification coverage provided above. The legal defense provided by GRANTEE to the GRANTOR under this paragraph must be free of any conflicts of interest, even if this requires GRANTEE to retain separate legal counsel for GRANTOR. The obligations of this paragraph shall continue after this agreement terminates.

22. Any fixtures, structures, installations or facilities constructed or installed by GRANTEE, are the property of GRANTEE and may be removed by GRANTEE at any time.

23. GRANTEE shall remove all improvements, both above ground and underground, from the easement area when the easement is abandoned or in any other way terminated, unless authorized to do otherwise in writing by GRANTOR.

24. This easement shall be a covenant running with the land and shall be binding on the heirs, successors, and assigns of the parties hereto.

25. This easement is subject to all existing easements that are currently of record in the office of the county clerk of the county where such land is located and nothing in this easement supersedes any rights previously granted that are currently existing and of record.

26. GRANTOR neither warrants nor agrees to defend title to the easement area.

27. This easement is also subject to the conditions in Exhibits "A1-A4" and "B" which are attached and made a part of this easement.

MTH

EASEMENT: Oil Transmission Pipeline **ROW #7678 (Pg 5)**

Dated this 31st day of March, 2016, at Bismarck, North Dakota.

GRANTOR:

STATE OF NORTH DAKOTA
BOARD OF UNIVERSITY & SCHOOL LANDS

Lance D. Gaebe, Commissioner
of University and School Lands

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF BURLEIGH)

On this 31st day of March, 2016, before me personally appeared Lance D. Gaebe, Commissioner of University and School Lands, acting on behalf of the Board of University and School Lands of North Dakota, known to me to be the person who executed this instrument and acknowledged to me that he executed the same.

(SEAL)

DEBRA K. JACOBS
Notary Public
State of North Dakota
My Commission Expires August 2, 2019

Notary Public

GRANTEE:

DAKOTA ACCESS LLC

(signature) On Behalf of Dakota Access LLC

Robert Rose Vice President Land and Right of Way

STATE OF Texas)
) ss.
COUNTY OF Harris)

On this 4th day of April, 2016, before me personally appeared Robert Rose, Vice President Land and Right of Way (title), acting on behalf of Dakota Access LLC, known to me to be the person who executed this instrument and acknowledged to me that he executed the same.

(SEAL)

MARIA E. ACOSTA
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 11-19-2017
NOTARY ID 734652-5

Notary Public

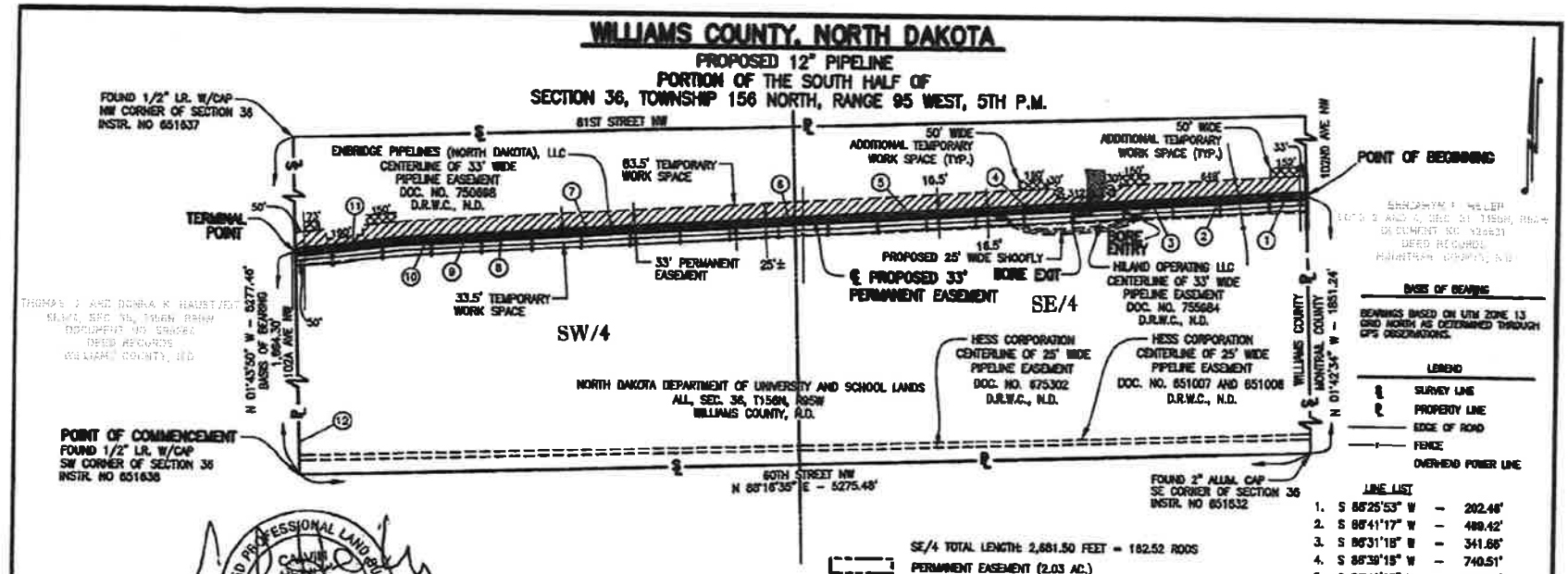
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Form Date: 3/28/2016

MTH

WILLIAMS COUNTY, NORTH DAKOTA

PROPOSED 12" PIPELINE
PORTION OF THE SOUTH HALF OF
SECTION 36, TOWNSHIP 156 NORTH, RANGE 95 WEST, 5TH P.M.



BASIS OF BEARING

BEARINGS BASED ON UTM ZONE 13 GRID NORTH AS DETERMINED THROUGH GPS OBSERVATIONS.

LEGEND

- SURVEY LINE
- PROPERTY LINE
- EDGE OF ROAD
- FENCE
- OVERHEAD POWER LINE

LINE LIST

1.	S 88°25'53" W	–	202.46'
2.	S 88°41'17" W	–	489.42'
3.	S 88°31'18" W	–	341.66'
4.	S 88°39'15" W	–	740.51'
5.	S 88°42'05" W	–	564.99'
6.	S 88°27'45" W	–	719.35'
7.	S 88°35'54" W	–	1052.90'
8.	S 88°28'17" W	–	209.12'
9.	S 88°35'21" W	–	151.69'
10.	S 88°31'08" W	–	259.56'
11.	S 83°19'52" W	–	548.61'
12.	N 01°43'50" W	–	1664.30' – TIE

SE/4 TOTAL LENGTH: 2,681.50 FEET = 162.52 RODS
- PERMANENT EASEMENT (2.03 AC.)
- TEMPORARY WORK SPACE (5.28 AC.)
- ADDITIONAL TEMPORARY WORK SPACE (0.99 AC.)

SW/4 TOTAL LENGTH: 2,598.75 FEET = 157.50 RODS
- PERMANENT EASEMENT (1.97 AC.)
- TEMPORARY WORK SPACE (5.21 AC.)
- ADDITIONAL TEMPORARY WORK SPACE (0.28 AC.)

TOTAL LENGTH: 5,280.25 FEET = 320.02 RODS
- PERMANENT EASEMENT (4.00 AC.)
- TEMPORARY WORK SPACE (10.49 AC.)
- ADDITIONAL TEMPORARY WORK SPACE (1.25 AC.)

SCALE: 1" = 500'

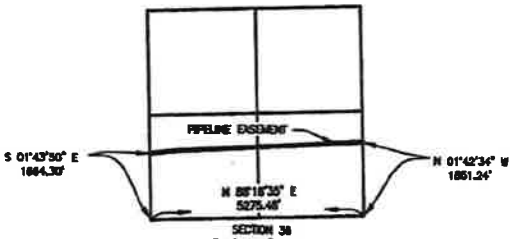
500' 0 500' 1000'

CALVIN H. HENEY
REGISTERED PROFESSIONAL LAND SURVEYOR
LS-2618
DATE: 12/15
NORTH DAKOTA

NOTE:
PROPOSED SHOOFLY WILL BE MATTED OR AIR-BRIDGED OVER THE EXISTING PIPELINES AS NEEDED.



DETAIL "A"
N.T.S.



REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO. 103957

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM #2772

DAKOTA ACCESS, LLC

NORTH DAKOTA DEPARTMENT OF UNIVERSITY AND SCHOOL LANDS
WILLIAMS COUNTY — NORTH DAKOTA

DRAWN BY: JMH	DATE: 02/22/15	DWG. NO.	REV.
CHECKED BY: SJB	DATE: 02/24/15	ND-WI-001.000	C
SCALE: 1"=500'	APP.: CH		

ROW #7678
Exhibit "A1"

821353
Page: 6 of 11
4/6/2016 1:55 PM
EAS
$50.00
WILLIAMS COUNTY, ND

ROW #7678
Exhibit "A2"

SURVEYOR'S CERTIFICATE

I, Calvin Heinly, a Licensed Land Surveyor in and for the State of North Dakota, do hereby certify that at the request of the North Dakota Department of University and School Lands, did complete a survey for the purpose of establishing the permanent pipeline easement located in the South Half (S1/2) of Section 36, Township 156 North, Range 95 West of the 5th P.M., Williams County, North Dakota, said easement being comprised of a strip of land 33 feet in width lying 16.5 feet on each side of the following described centerline:

LEGAL DESCRIPTION OF PERMANENT EASEMENT: Commencing at a 1/2-inch iron rod with a cap found for the southwest corner of said Section 36; thence North 88 degrees 16 minutes 35 seconds East along the south line of said Section 36, a distance of 5,275.48 feet to the southeast corner of said Section 36, thence North 01 degrees 42 minutes 34 seconds West along the east line of said Section 36, a distance of 1,851.24 feet to the Point of Beginning; thence South 86 degrees 25 minutes 53 seconds West, a distance of 202.46 feet; thence South 86 degrees 41 minutes 17 seconds West, a distance of 489.42 feet; thence South 86 degrees 31 minutes 18 seconds West, a distance of 341.66 feet; thence South 86 degrees 39 minutes 15 seconds West, a distance of 740.51 feet; thence South 86 degrees 42 minutes 05 seconds West, a distance of 564.99 feet; thence South 86 degrees 27 minutes 45 seconds West, a distance of 719.35 feet; thence South 86 degrees 35 minutes 54 seconds West, a distance of 1,052.90 feet; thence South 86 degrees 28 minutes 17 seconds West, a distance of 209.12 feet; thence South 86 degrees 35 minutes 21 seconds West, a distance of 151.69 feet; thence South 86 degrees 31 minutes 08 seconds West, a distance of 259.56 feet; thence South 83 degrees 19 minutes 52 seconds West, a distance of 548.61 feet; to the west line of said Section 36 and thus terminating, said ending point being located North 01 degrees 43 minutes 50 seconds West along the west line of said Section 36, a distance of 1,664.30 feet from the southwest corner of said Section 36 and containing 4.00 acres.

This Certificate is to the best of my knowledge and belief a true description of said survey. I hereby certify that I have executed this document this 12 day of October 2015.

REGISTERED PROFESSIONAL LAND SURVEYOR
CALVIN HEINLY
LS-2618
DATE 10/12/15
NORTH DAKOTA

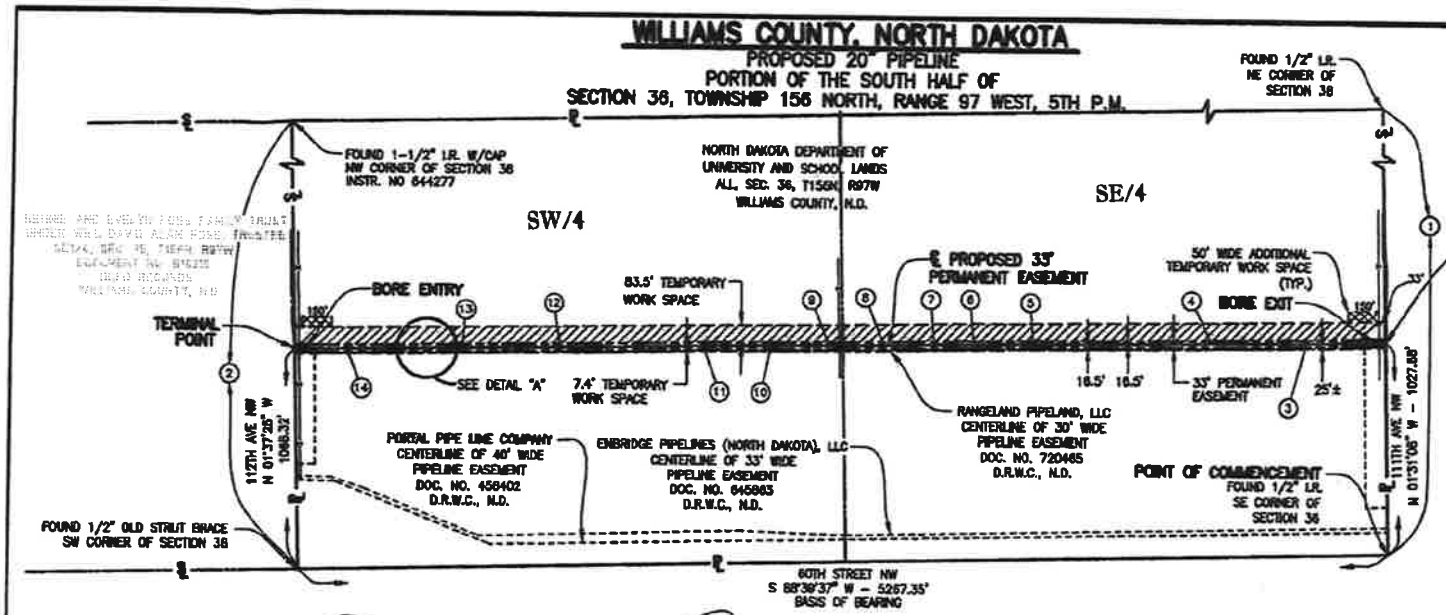
Calvin Heinly, RLS, No. LS-2618

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Page: 7 of 11
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WILLIAMS COUNTY, ND
EAS $50.00

WILLIAMS COUNTY, ND
821353
Page: 8 of 11
4/6/2016 1:55 PM
EAS
$50.00

WILLIAMS COUNTY, NORTH DAKOTA

PROPOSED 20" PIPELINE
PORTION OF THE SOUTH HALF OF
SECTION 36, TOWNSHIP 156 NORTH, RANGE 97 WEST, 5TH P.M.



LINE LIST

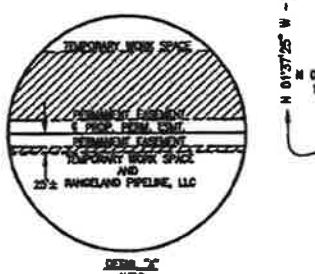
1.	N 01°31'08" W	5273.70'
2.	N 01°37'25" W	5278.80'
3.	S 88°40'16" W	467.96'
4.	S 88°11'37" W	1018.17'
5.	S 88°11'01" W	399.34'
6.	S 88°29'36" W	200.23'
7.	S 88°35'43" W	199.99'
8.	S 88°55'52" W	199.77'
9.	S 88°23'56" W	299.86'
10.	S 88°18'29" W	400.05'
11.	S 88°50'53" W	599.90'
12.	S 88°07'10" W	400.05'
13.	S 88°02'10" W	599.70'
14.	S 88°23'18" W	484.58'

BASIS OF BEARING

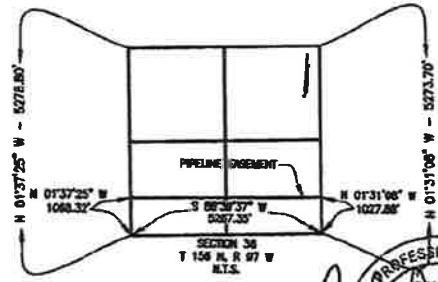
BEARINGS BASED ON UTM ZONE 13 GRID NORTH AS DETERMINED THROUGH GPS OBSERVATIONS.

LEGEND

- ℄ SURVEY LINE
- ℄ PROPERTY LINE
- EDGE OF ROAD
- CENTERLINE OF ROAD
- FENCE



DETAIL "A"
N.T.S.



SE/4 TOTAL LENGTH: 2,634.78 FEET = 159.68 RODS
PERMANENT EASEMENT (1.99 AC.)
TEMPORARY WORK SPACE (5.53 AC.)
ADDITIONAL TEMPORARY WORK SPACE (0.17 AC.)

SW/4 TOTAL LENGTH: 2,634.85 FEET = 159.69 RODS
PERMANENT EASEMENT (2.00 AC.)
TEMPORARY WORK SPACE (5.51 AC.)
ADDITIONAL TEMPORARY WORK SPACE (0.17 AC.)

TOTAL LENGTH: 5,269.63 FEET = 319.37 RODS
PERMANENT EASEMENT (3.99 AC.)
TEMPORARY WORK SPACE (11.04 AC.)
ADDITIONAL TEMPORARY WORK SPACE (0.34 AC.)

SCALE: 1" = 500'

500' 0 500' 1000'

REGISTERED PROFESSIONAL LAND SURVEYOR
CALVIN
NEUDY
3912013
NORTH DAKOTA
DATE 10/12/15

REV.	DATE	BY	DESCRIPTION	CHK.
B	09/18/15	JMH	LINE CHANGE	JRS
A	08/03/15	JMH	ISSUED FOR REVIEW	SJB

PROJECT NO. 103957

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM #2770

DAKOTA ACCESS, LLC

NORTH DAKOTA DEPARTMENT OF UNIVERSITY AND SCHOOL LANDS
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 02/21/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 05/18/15	ND-W-032.000	B
SCALE: 1"=500'	APP.: CH		

ROW #7678
Exhibit "A3"

ROW #7678
Exhibit "A4"

SURVEYOR'S CERTIFICATE

I, Calvin Heinly, a Licensed Land Surveyor in and for the State of North Dakota, do hereby certify that at the request of the North Dakota Department of University and School Lands, did complete a survey for the purpose of establishing the permanent pipeline easement located in the South Half (S1/2) of Section 36, Township 156 North, Range 97 West of the 5th P.M., Williams County, North Dakota, said easement being comprised of a strip of land 33 feet in width lying 16.5 feet on each side of the following described centerline:

LEGAL DESCRIPTION OF PERMANENT EASEMENT: Commencing at a 1/2-inch iron rod found for the southeast corner of said Section 36; thence North 01 degrees 31 minutes 08 seconds West along the east line of said Section 36, a distance of 1,027.88 feet to the Point of Beginning; thence South 88 degrees 40 minutes 16 seconds West, a distance of 487.98 feet; thence South 89 degrees 11 minutes 37 seconds West, a distance of 1,018.17 feet; thence South 89 degrees 11 minutes 01 seconds West, a distance of 399.34 feet; thence South 89 degrees 29 minutes 36 seconds West, a distance of 200.23 feet; thence South 88 degrees 35 minutes 43 seconds West, a distance of 199.99 feet; thence South 88 degrees 55 minutes 52 seconds West, a distance of 199.77 feet; thence South 89 degrees 25 minutes 58 seconds West, a distance of 299.86 feet; thence South 89 degrees 18 minutes 29 seconds West, a distance of 400.05 feet; thence South 88 degrees 50 minutes 53 seconds West, a distance of 599.90 feet; thence South 89 degrees 07 minutes 10 seconds West, a distance of 400.05 feet; thence South 89 degrees 02 minutes 10 seconds West, a distance of 599.70 feet; thence South 89 degrees 23 minutes 18 seconds West, a distance of 464.58 feet to the west line of said Section 36 and thus terminating, said ending point being located North 01 degrees 37 minutes 25 seconds West along the west line of said Section 36, a distance of 1,068.32 feet from the southwest corner of said Section 36 and containing 3.99 acres.

This Certificate is to the best of my knowledge and belief a true description of said survey. I hereby certify that I have executed this document this 12 day of October, 2015.



Calvin Heinly, RLS, No. LS-2618

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EASEMENT: Oil Transmission Pipeline

ROW #7678
Exhibit "B"

NORTH DAKOTA
BOARD OF UNIVERSITY & SCHOOL LANDS
(ND Department of Trust Lands)

Native Grass Seeding Specifications

Species	lbs. PLS*/acre
Western wheatgrass	8
Slender wheatgrass	5
Green needlegrass	4
Side-oats grama	2
	19

*PLS - Pure Live Seed (based on 50 PLS/sq. feet)

1. The seed bed should be firmly packed (footprints left in the soil should be less than 1/2 inch deep).
2. An early spring seeding (before May 24th) is preferred. A dormant fall seeding (after October 20th) is acceptable.
3. A cover crop of oats at 10 lbs. PLS/acre must be seeded on the disturbed area.
4. A drill designed specifically for native grass seeding will give the best seeding results. The seed should be planted at a depth of 1/2 to 1 inch. Precaution must be taken not to plant the seed too deeply in the soil or poor germination will result.
5. On areas where equipment cannot be used, broadcast seed and rake or drag to cover seed. Where seed is broadcast, double the seeding rate.
6. Use only North Dakota certified seed.

Caution: Be sure to clean out the drill before seeding to avoid any contamination with smooth brome grass or crested wheatgrass that may remain in the drill from previous use on private land. These are invasive grasses in native prairie and are not allowed on school trust lands. Contamination with or use of crested wheatgrass or smooth brome will result in the applicant being required to spray out the grass and reseed with the above native grass seed mixture. Sweet clover and alfalfa are also not allowed – only the above native grass seed mixture may be used for revegetation on school trust land.

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Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-034.000
PARCEL ID: 23-156-97-00-35-030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated June 11, 2015, is between **Donna Arlene Pederson, Trustee of the Bennie and Evelyn Foss Family Trust Under Will,** whose mailing address is **6721 115th Avenue Northwest, Ray, ND 58847,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160.00 acres of land, more or less, situated in the SE¼ of Section 35, Township 156 North, Range 97 West, Williams County, North Dakota, as described in that certain Quit Claim Deed dated September 14, 2004, from Evelyn Foss, a widow, Grantor, to David Alan Foss, Trustee of the Bennie and Evelyn Foss Family Trust Under Will, Grantee, recorded as Instrument Number 616319, Official Public Records, William County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement, and (c) be recorded by Grantee in the Williams County Recorder's Office. Grantee shall provide Grantor with a copy of the recorded **Exhibit A-1** which shall constitute the actual Easement granted.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of (up to 30' diameter), relocating and changing the route or routes of within the boundaries of the Easement, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

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2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. However, Grantee shall not change the contour of the land in any manner which might inhibit or redirect the natural flow of water. Grantee agrees to fill and refill, as may be necessary in the option of Grantor, any subsidence along the Pipeline Easement with additional hauled in topsoil so the original contours of the land are maintained as near the recent natural surface level as possible.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and shall be definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops by the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Notwithstanding the foregoing, this Agreement is a general

release as defined by Section 9-13-02 NDCC and does not release Grantee from future actual, extraordinary, unforeseen, indirect, special or consequential damages.

5. Unless more specifically agreed upon by the parties, Grantee shall restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder, as provided in the North Dakota Environmental Construction Plan attached hereto and incorporated by reference herein. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or interfere with Grantee's rights under this Agreement. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee no less than seventy two (72) hours before streets, roadways, utilities, or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. Grantor agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Grantee agrees the Pipeline will be constructed in a manner to allow the crossing of agricultural equipment of normal weight and livestock. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Unless more specifically stated in the terms of this Agreement, Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be

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permanently modified in accordance with the rights granted under this Agreement, as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim, costs (including reasonable attorneys' fees and court costs) or liability or loss from personal injury, including death, or property damage to the extent caused by Grantee, its servants, agents or invitees, and to the extent caused by Grantee during the installation, use, maintenance, repair or removal of the pipeline by Grantee and such persons acting on its behalf, excepting, however, such claims, costs, liabilities or damages as may be due to or caused by the negligence of Grantor, or its servants, agents or invitees. Furthermore, Grantee hereby agrees to indemnify and hold Grantor harmless for any environmental damage caused by Grantee on this Easement, or for any damages caused by Grantees' noncompliance with any applicable and enforceable environmental law, order, administrative law, regulation 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 having jurisdiction over the operations of Grantee. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed between Grantor and Grantee that: (a_ Grantee shall not be responsible for the existence, assessment, remediation, excavation, removal, relocation or disposal of any petroleum, hazardous or toxic substances or solid wastes which are present on the Pipeline Easement or the Temporary Construction Easement as of the date of this Agreement or which migrate from no fault or control of Grantee to the Pipeline Easement, Temporary Construction Easement or Access Easement after the date of this Agreement.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be for a term of ninety nine (99) years in accordance with North Dakota law, and provisions of this Agreement, including all benefits and burdens, shall run with the land.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contain the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit "B" attached hereto.

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EXECUTED this 11th day of June, 2015.

GRANTOR:
Bennie and Evelyn Foss Family Trust Under Will

Donna Arlene Pederson
By: Donna Arlene Pederson
Its: Trustee

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ACKNOWLEDGMENT

State of North Dakota)ss
County of Williams

BEFORE ME, the undersigned authority, on this day personally appeared Donna Arlene Pederson in her capacity as Trustee of the Bennie and Evelyn Foss Family Trust Under Will, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 11th day of June, 2015.

KATHLEEN E KEY IMES
Notary Public
State of North Dakota
My Commission Expires Oct 7, 2016

Kathleen E Key Imes
Notary Public

My Commission Expires: 10-7-2016

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EXHIBIT "B"

This Addendum is attached to and made a part of that certain Easement Agreement dated June 11, 2015, by and between **Donna Arlene Pederson, Trustee of the Bennie and Evelyn Foss Family Trust Under Will**, as Grantor, and Dakota Access, LLC, of 1300 Main Street, Houston, Texas 77002, as Grantee. If any of the following provisions conflict with or are inconsistent with any of the printed provisions or terms of the Easement Agreement, the following provisions shall control:

1. Grantee may sell or assign in whole or in part its rights to this easement, however, such sale or assignment shall not be effective until Grantor has been delivered notice of the name, address, and phone number of the proposed assignee.
2. Grantor is not prevented from granting other easements that cross this easement provided that such easements or use by others does not damage or interfere with Grantee's use. To that extent, this is a non-exclusive easement. Grantee hereby grants permission to Grantor and the surface occupants to cross the Pipeline Easement at any time with agricultural equipment of normal weight as necessary to carry out normal and customary farming and ranching on the Property.
3. This Agreement is for the installation of one 30-inch steel crude oil pipeline and related equipment for the transportation of crude oil and associated by-products and may not be used for any other purpose. Grantee will allow no surface equipment or apparatus associated with the pipeline to be installed on Grantor's land without separate consent from Grantor, except for pipeline markers and cathodic protection test leads as may be required.
4. Grantee agrees to bury the pipeline a minimum of forty-eight inches (48") from the top on cultivated lands and rangelands and no less than twenty four inches (24") through rock.
5. The Easement consideration compensates Grantor for Any existing structures and improvements located on the Property as of the Effective Date of this Agreement.
6. This pipeline easement shall not be effective, and the Grantee shall have no rights to enter upon the property, until all payments for this easement or for property damage have been paid to Grantor.
7. This pipeline may not be moved, and it may not be replaced by a larger pipeline than originally installed without the written permission of Grantor and additional consideration. If Grantee desires to dig up any part or portion of the pipeline during the term of this easement for any reason, it shall pay damages to Grantor for soil disturbance and actual damages at the then-current fair market value of such damages.
8. Grantee undertakes to and does hereby agree to defend, hold harmless, and indemnify Grantor, his successors, heirs, or assigns, from any and all liability, costs, and attorney's

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fees Grantor may suffer arising out of any operation, work, procedure, accident or otherwise involving the use by the Grantee of any portion of the lands described in this easement, or for any environmental damage caused or permitted by Grantee on this easement, or for any damage caused by Grantee'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, having jurisdiction. The term "Grantee" as used in this paragraph includes Grantee's agents, servants, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or in behalf of Grantee for the purposes of accessing, laying, constructing, maintaining, operating, repairing, replacing, inspecting and removing the pipeline. This provision shall continue to apply to any such damage, loss or violation caused by Grantee regardless of any assignment or release of this easement by Grantee.

9. Grantor does not warrant or agree to defend title to the lands covered by this easement. Grantee has assumed the risk of title lien, cloud or claim. Grantee agrees to pay Grantor and/or his tenant(s) for damage to growing crops, livestock, timber, fences or other structural improvements which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of the pipeline and appurtenant facilities. Grantee shall reasonably compensate Grantor or the surface occupants for loss or damage to crops, pastures, fences, structures, improvements, waterlines, diversions, irrigation ditches, terraces, tile lines, tanks, timber, pipelines or any other damages to the Property, improvements, personal property or livestock caused by or resulting from Grantee's use or occupancy of the Property, including damages due to operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.
    a. Should either (i) a growing crop, hay, grass, forage, rangeland or any cropland be damaged or destroyed, or (ii) the agricultural capability of the lands encompassing the Pipeline Easement or the Temporary Construction Easement be reduced or eliminated by Grantee during the use, operation, maintenance or replacement of the Pipeline, Grantor or the surface occupant shall be reasonably compensated for the loss thereof by multiplying the current market price for the crop by the reduced production as evidenced by comparing yields with adjacent lands within the same growing season or most recent full production from the impacted lands.
    b. Grantee shall compensate Grantor or the surface occupant for any injury or loss to Grantor's or the surface occupant's livestock resulting from construction or Grantee's operations or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the individual whole.
    c. In the event Grantee's activities or omissions cause fire on the Property or adjacent lands owned by Grantor, and the property or adjacent lands are used for grazing,

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Grantee shall promptly pay (i) the reasonable costs of all fire suppression incurred by Grantor or the surface occupant, (ii) One Hundred Twenty Dollars ($120.00) per acre for all rangeland burned for immediate lost grazing as full and complete satisfaction for said lost grazing for a period of two (2) growing seasons, (iii) replacement costs for fences and any other improvements, including structures, destroyed or damaged by fire, and (iv) all other actual damages, including all costs associated with the prevention and control of cheat grass and cactus, to Grantor or the surface occupant as a result of such fire. Damages for immediate lost grazing shall be paid within one week of establishing the acres burned, and the amount per acre shall be adjusted annually by reference to the "CPI-U" published U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index. Compensation for other damages must be paid within a reasonable time after notification to Grantee of the fire damage in writing, which notice shall include itemization and evidence of the cost associated with the damages.

d. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the Conservation Reserve Program or any substantially similar government program in which it was enrolled and qualified on the Effective Date, Grantee shall reimburse Grantor for any penalties and reimbursement obligations levied against Grantor by the agency administering the program as a consequence of the property's removal.

10. As set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full, the following mitigative measures shall be implemented during topsoil removal and storage. In cultivated lands and rangeland, the actual depth of the topsoil will be stripped from any area excavated. All subsoil material removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile (that is, double ditched.) The contractor shall perform work in a manner to minimize the potential for subsoil and topsoil to be mixed. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench before replacing the topsoil. All tracks, ruts and equipment surface disturbance shall be removed by grading or filling in such tracks or ruts with topsoil after construction, maintenance or inspection. Two years after the construction is completed, Grantee shall also inspect the pipeline easement, and any ground which has sunk or caved in shall be restored to the contour as close to the original slope and contour as is reasonably possible.
11. Grantee shall control by appropriate spraying, or clipping prior to going to seed, all noxious weeds that grow within the pipeline right of way lands disturbed for construction or maintenance as set forth in the abovementioned ECP.

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12. Grantee agrees to consult with Grantor and the surface occupants to take such precautions as necessary to protect new vegetation upon reseeding as set forth in the abovementioned ECP.
13. If the pipeline installed upon this easement is not used for a consecutive period of two (2) years, then within one (1) year following that date, the Grantee shall remove this pipeline and restore the surface to the affected areas as otherwise described in this Agreement. Within that same one year period, the Grantee shall also prepare and record a release of all of Grantee's rights, titles, and interests in this pipeline agreement. The requirement to remove the abandoned pipeline may be waived only with a separate agreement signed in advance by the Grantor.
14. Firearms shall not be brought on to the property, and there shall be no hunting allowed on the property covered by this easement by Grantee and its "agents" as defined in Paragraph

This Easement shall run with the land and shall bind the parties, their heirs, successors and assigns. TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the easement rights and privileges herein granted for so long as said easement is useful to Grantee for the purposes stated above, with no cessation of use for more than two (2) years.

EXECUTED this 11th day of June, 2015.

GRANTOR:

Bennie and Evelyn Foss Family Trust Under Will

Donna Arlene Pederson

By: Donna Arlene Pederson

Its: Trustee

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EAS $43.00
WILLIAMS COUNTY, ND

ACKNOWLEDGMENT

State of North Dakota

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County of Williams

BEFORE ME, the undersigned authority, on this day personally appeared Donna Arlene Pederson in her capacity as Trustee of the Bennie and Evelyn Foss Family Trust Under Will, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 11th day of June, 2015.

Kathleen E Key Imes

Notary Public

KATHLEEN E KEY IMES
Notary Public
State of North Dakota
My Commission Expires Oct 7, 2016

My Commission Expires: 10-7-2016

RE-RECORDED

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EAS
$53.00

WILLIAMS COUNTY, ND

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Page: 10 of 12
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EAS $43.00

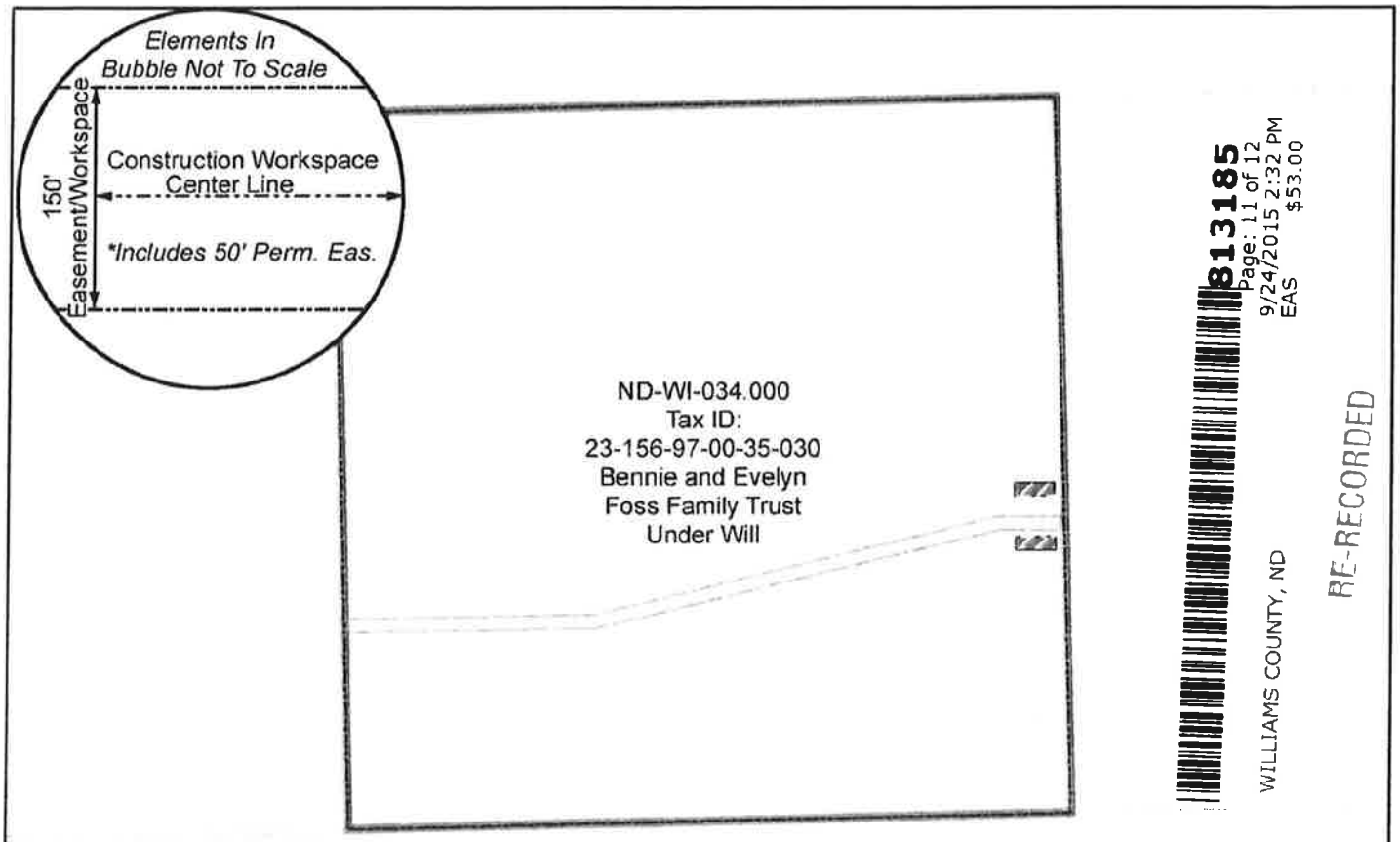
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Exhibit A

WILLIAMS COUNTY, ND

S035-R097W-T156N



813185
Page: 11 of 12
9/24/2015 2:32 PM
EAS $53.00
WILLIAMS COUNTY, ND
RE-RECORDED

ROW Length: 2683.82 Ft. = 162.66 Rods
Proposed Permanent Easement: 3.08 Ac.
Temp Easement/ Workspace: 6.16 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Bennie and Evelyn Foss Family Trust
Under Will

Tract No.: ND-WI-034.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Monday, June 15, 2015 3:35:09 PM

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Page: 1 of 11
7/31/2015 8:07 AM
WILLIAMS COUNTY, ND EAS $40.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-035.000
PARCEL ID: 23-156-97-00-35-040
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 7-21, 2015, is between **Wayne Hauge,** whose mailing address is **6080 113th Avenue Northwest, Ray, ND 58849,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160.00 acres of land, more or less, situated in the SW1/4 of Section 35, Township 156 North, Range 97 West, Williams County, North Dakota, as described in that certain Personal Representative's Deed of Distribution, dated May 27, 2008, from Wayne Hauge, Personal Representative of the Estate of Roger D. Hauge, deceased to Wayne Hauge, recorded as Instrument Number 655738, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

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Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement, and (c) be recorded by Grantee in the Williams County Recorder's Office. Grantee shall provide Grantor with a copy of the recorded **Exhibit A-1** which shall constitute the actual Easement granted.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of (up to 30' diameter), relocating and changing the route or routes of within the boundaries of the Easement, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. However, Grantee shall not change the contour of the land in any manner which might inhibit or redirect the natural flow of water. Grantee agrees to fill and refill, as may be necessary in the option of Grantor, any subsidence along the Pipeline Easement with additional hauled in topsoil so the original contours of the land are maintained as near the recent natural surface level as possible.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and shall be definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops by the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Notwithstanding the foregoing, this Agreement is a general

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release as defined by Section 9-13-02 NDCC and does not release Grantee from future actual, extraordinary, unforeseen, indirect, special or consequential damages.

5. Unless more specifically agreed upon by the parties, Grantee shall restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder, as provided in the North Dakota Environmental Construction Plan attached hereto and incorporated by reference herein. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or interfere with Grantee's rights under this Agreement. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee no less than seventy two (72) hours before streets, roadways, utilities, or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. Grantor agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Grantee agrees the Pipeline will be constructed in a manner to allow the crossing of agricultural equipment of normal weight and livestock. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Unless more specifically stated in the terms of this Agreement, Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be

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permanently modified in accordance with the rights granted under this Agreement, as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim, costs (including reasonable attorneys' fees and court costs) or liability or loss from personal injury, including death, or property damage to the extent caused by Grantee, its servants, agents or invitees, and to the extent caused by Grantee during the installation, use, maintenance, repair or removal of the pipeline by Grantee and such persons acting on its behalf, excepting, however, such claims, costs, liabilities or damages as may be due to or caused by the negligence of Grantor, or its servants, agents or invitees. Furthermore, Grantee hereby agrees to indemnify and hold Grantor harmless for any environmental damage caused by Grantee on this Easement, or for any damages caused by Grantees' noncompliance with any applicable and enforceable environmental law, order, administrative law, regulation 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 having jurisdiction over the operations of Grantee. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed between Grantor and Grantee that: (a_ Grantee shall not be responsible for the existence, assessment, remediation, excavation, removal, relocation or disposal of any petroleum, hazardous or toxic substances or solid wastes which are present on the Pipeline Easement or the Temporary Construction Easement as of the date of this Agreement or which migrate from no fault or control of Grantee to the Pipeline Easement, Temporary Construction Easement or Access Easement after the date of this Agreement.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be for a term of ninety nine (99) years in accordance with North Dakota law, and provisions of this Agreement, including all benefits and burdens, shall run with the land.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contain the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit "B" attached hereto.

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EXECUTED this 21ST day of JULY, 2015.

GRANTOR:

Wayne Hauge

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Hauge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of July, 2015.

Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

EXHIBIT "B"

This Addendum is attached to and made a part of that certain Easement Agreement dated JULY 21, 2015, by and between **Wayne Hauge**, as Grantor, and Dakota Access, LLC, of 1300 Main Street, Houston, Texas 77002, as Grantee. If any of the following provisions conflict with or are inconsistent with any of the printed provisions or terms of the Easement Agreement, the following provisions shall control:

1. Grantee may sell or assign in whole or in part its rights to this easement, however, such sale or assignment shall not be effective until Grantor has been delivered notice of the name, address, and phone number of the proposed assignee.
2. Grantor is not prevented from granting other easements that cross this easement provided that such easements or use by others does not damage or interfere with Grantee's use. To that extent, this is a non-exclusive easement. Grantee hereby grants permission to Grantor and the surface occupants to cross the Pipeline Easement at any time with agricultural equipment of normal weight as necessary to carry out normal and customary farming and ranching on the Property.
3. This Agreement is for the installation of one 30-inch steel crude oil pipeline and related equipment for the transportation of crude oil and associated by-products and may not be used for any other purpose. Grantee will allow no surface equipment or apparatus associated with the pipeline to be installed on Grantor's land without separate consent from Grantor, except for pipeline markers and cathodic protection test leads as may be required.
4. Grantee agrees to bury the pipeline a minimum of forty-eight inches (48") from the top on cultivated lands and rangelands and no less than twenty four inches (24") through rock.
5. The Easement consideration compensates Grantor for Any existing structures and improvements located on the Property as of the Effective Date of this Agreement.
6. This pipeline easement shall not be effective, and the Grantee shall have no rights to enter upon the property, until all payments for this easement or for property damage have been paid to Grantor.
7. This pipeline may not be moved, and it may not be replaced by a larger pipeline than originally installed without the written permission of Grantor and additional consideration. If Grantee desires to dig up any part or portion of the pipeline during the term of this easement for any reason, it shall pay damages to Grantor for soil disturbance and actual damages at the then-current fair market value of such damages.
8. Grantee undertakes to and does hereby agree to defend, hold harmless, and indemnify Grantor, his successors, heirs, or assigns, from any and all liability, costs, and attorney's fees Grantor may suffer arising out of any operation, work, procedure, accident or

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otherwise involving the use by the Grantee of any portion of the lands described in this easement, or for any environmental damage caused or permitted by Grantee on this easement, or for any damage caused by Grantee'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, having jurisdiction. The term "Grantee" as used in this paragraph includes Grantee's agents, servants, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or in behalf of Grantee for the purposes of accessing, laying, constructing, maintaining, operating, repairing, replacing, inspecting and removing the pipeline. This provision shall continue to apply to any such damage, loss or violation caused by Grantee regardless of any assignment or release of this easement by Grantee.

9. Grantor does not warrant or agree to defend title to the lands covered by this easement. Grantee has assumed the risk of title lien, cloud or claim. Grantee agrees to pay Grantor and/or his tenant(s) for damage to growing crops, livestock, timber, fences or other structural improvements which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of the pipeline and appurtenant facilities. Grantee shall reasonably compensate Grantor or the surface occupants for loss or damage to crops, pastures, fences, structures, improvements, waterlines, diversions, irrigation ditches, terraces, tile lines, tanks, timber, pipelines or any other damages to the Property, improvements, personal property or livestock caused by or resulting from Grantee's use or occupancy of the Property, including damages due to operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.
    a. Should either (i) a growing crop, hay, grass, forage, rangeland or any cropland be damaged or destroyed, or (ii) the agricultural capability of the lands encompassing the Pipeline Easement or the Temporary Construction Easement be reduced or eliminated by Grantee during the use, operation, maintenance or replacement of the Pipeline, Grantor or the surface occupant shall be reasonably compensated for the loss thereof by multiplying the current market price for the crop by the reduced production as evidenced by comparing yields with adjacent lands within the same growing season or most recent full production from the impacted lands.
    b. Grantee shall compensate Grantor or the surface occupant for any injury or loss to Grantor's or the surface occupant's livestock resulting from construction or Grantee's operations or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the individual whole.
    c. In the event Grantee's activities or omissions cause fire on the Property or adjacent lands owned by Grantor, and the property or adjacent lands are used for grazing, Grantee shall promptly pay (i) the reasonable costs of all fire suppression incurred

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by Grantor or the surface occupant, (ii) One Hundred Twenty Dollars ($120.00) per acre for all rangeland burned for immediate lost grazing as full and complete satisfaction for said lost grazing for a period of two (2) growing seasons, (iii) replacement costs for fences and any other improvements, including structures, destroyed or damaged by fire, and (iv) all other actual damages, including all costs associated with the prevention and control of cheat grass and cactus, to Grantor or the surface occupant as a result of such fire. Damages for immediate lost grazing shall be paid within one week of establishing the acres burned, and the amount per acre shall be adjusted annually by reference to the "CPI-U" published U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index. Compensation for other damages must be paid within a reasonable time after notification to Grantee of the fire damage in writing, which notice shall include itemization and evidence of the cost associated with the damages.

d. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the Conservation Reserve Program or any substantially similar government program in which it was enrolled and qualified on the Effective Date, Grantee shall reimburse Grantor for any penalties and reimbursement obligations levied against Grantor by the agency administering the program as a consequence of the property's removal.

10. As set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full, the following mitigative measures shall be implemented during topsoil removal and storage. In cultivated lands and rangeland, the actual depth of the topsoil will be stripped from any area excavated. All subsoil material removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile (that is, double ditched.) The contractor shall perform work in a manner to minimize the potential for subsoil and topsoil to be mixed. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench before replacing the topsoil. All tracks, ruts and equipment surface disturbance shall be removed by grading or filling in such tracks or ruts with topsoil after construction, maintenance or inspection. Two years after the construction is completed, Grantee shall also inspect the pipeline easement, and any ground which has sunk or caved in shall be restored to the contour as close to the original slope and contour as is reasonably possible by hauling in black topsoil from surrounding land adjacent to the reclaimed trench area to fill a sunken or caved in area so as to restore contour in the easement area.

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11. Grantee shall control by appropriate spraying, or clipping prior to going to seed, all noxious weeds that grow within the pipeline right of way lands disturbed for construction or maintenance as set forth in the abovementioned ECP.
12. Grantee agrees to consult with Grantor and the surface occupants to take such precautions as necessary to protect new vegetation upon reseeding as set forth in the abovementioned ECP.
13. If the pipeline installed upon this easement is not used for a consecutive period of two (2) years, then within one (1) year following that date, the Grantee shall remove this pipeline and restore the surface to the affected areas as otherwise described in this Agreement. Within that same one year period, the Grantee shall also prepare and record a release of all of Grantee's rights, titles, and interests in this pipeline agreement. The requirement to remove the abandoned pipeline may be waived only with a separate agreement signed in advance by the Grantor.
14. Firearms shall not be brought on to the property, and there shall be no hunting allowed on the property covered by this easement by Grantee and its "agents" as defined in Paragraph

This Easement shall run with the land and shall bind the parties, their heirs, successors and assigns. TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the easement rights and privileges herein granted for so long as said easement is useful to Grantee for the purposes stated above, with no cessation of use for more than two (2) years.

GRANTOR:

Wayne Hauge

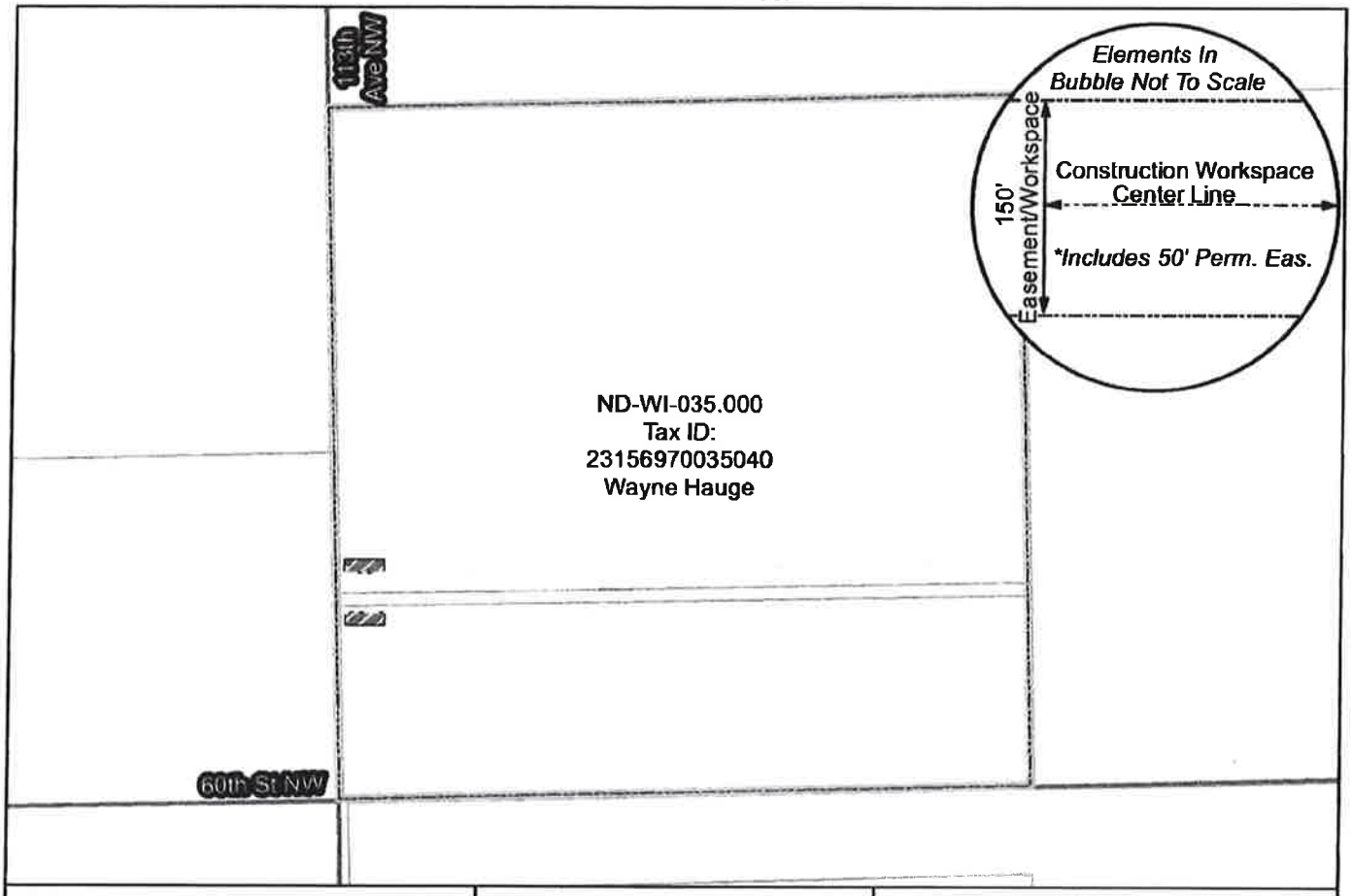
Wayne Hauge

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Page: 10 of 11
7/31/2015 8:07 AM
WILLIAMS COUNTY, ND
EAS $40.00

Exhibit A

WILLIAMS COUNTY, ND

S035-R097W-T156N



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Proposed Permanent Easement: 3.03 Ac.
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Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Wayne Hauge

Tract No.: ND-WI-035.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

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WH
Landowner Initials

Date Exported: Monday, May 04, 2015 2:50:40 PM

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Page: 1 of 8
10/6/2015 2:14 PM
EAS $31.00

WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-036.000
PARCEL ID: 23156970035040
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated September 24th, 2015, is between Royce S. Aslakson and Joyce Aslakson, his wife, as joint tenants and not as tenants in common, whose mailing address is P.O. Box 338, Parshall, ND 58770-0338, (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160.00 acres of land, more or less, being the S1/2SW1/4 and the S1/2SE1/4, all in Section 34, Township 156 North, Range 97 West, Williams County, North Dakota as described in that certain Warranty Deed dated January 2, 2001 from Richard H. Aslakson and Geraldine I. Aslakson, his wife and Royce S. Aslakson, Grantors, to Royce S. Aslakson and Joyce Aslakson, his wife, Grantees, as joint tenants and not as tenants in common, recorded as Instrument Number 595987, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated January 28, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 803265, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses,

provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 24th day of September, 2015.

GRANTOR:

Royce S. Aslakson

ACKNOWLEDGMENT

(Individual)

State of ND)
)ss
County of Wmd)

BEFORE ME, the undersigned authority, on this day personally appeared Royce S Aslakson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of September, 2015.

Mark T Plemel
Notary Public

My Commission Expires: 9/9/2020

MARK T PLEMEL
Notary Public
State of North Dakota
My Commission Expires Sept. 9, 2020

EXECUTED this 24th **day of** September, **2015.**

GRANTOR:

Joyce Aslakson

Joyce Aslakson

ACKNOWLEDGMENT

(Individual)

State of ND)
)ss
County of WARD)

BEFORE ME, the undersigned authority, on this day personally appeared Joyce Aslakson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of September, 2015.

Mark T Plemel

Notary Public

My Commission Expires: 9/9/2020

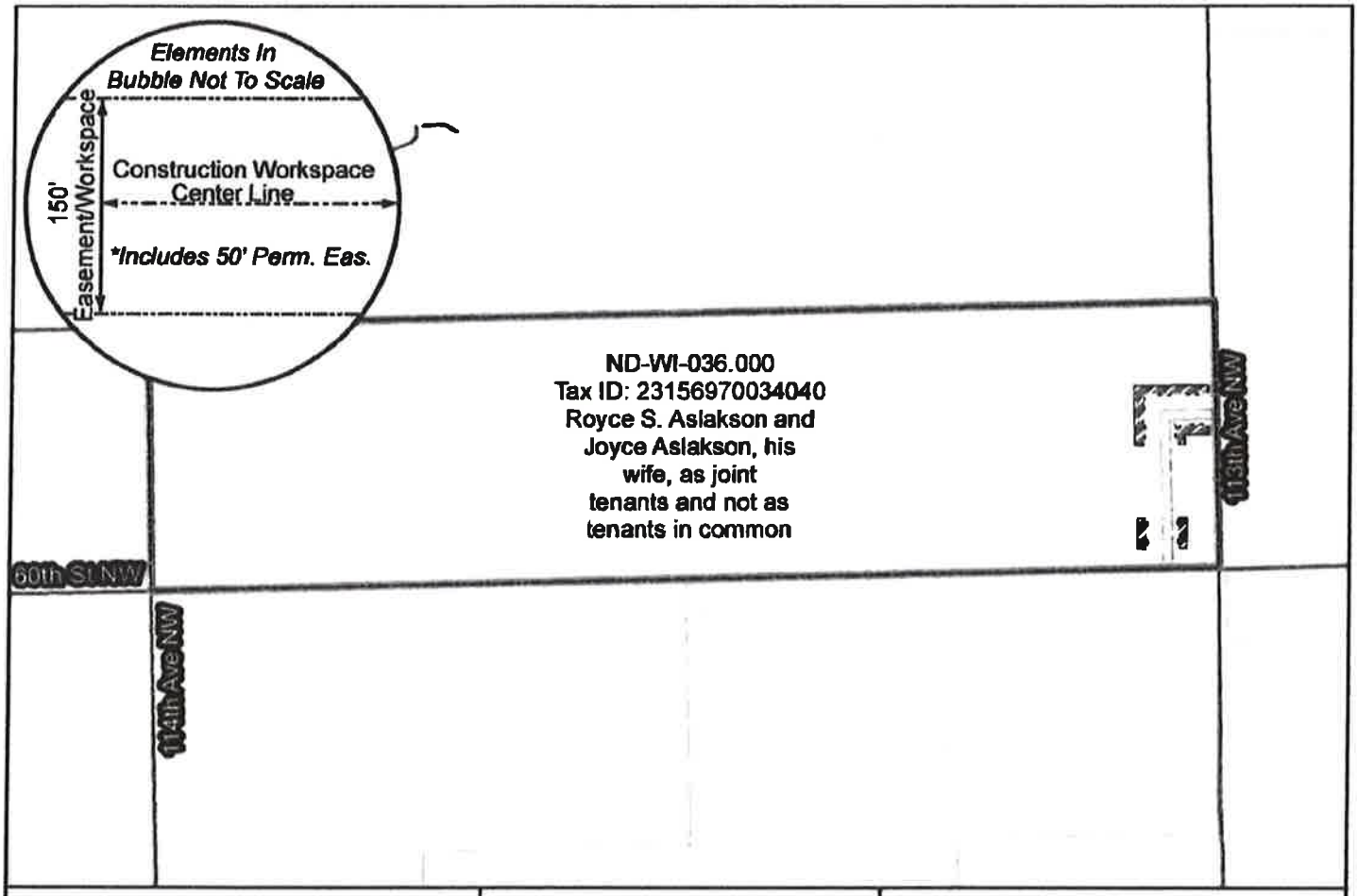
MARK T PLEMEL
Notary Public
State of North Dakota
My Commission Expires Sept. 9, 2020

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10/6/2015 2:14 PM
WILLIAMS COUNTY, ND
EAS $31.00

Exhibit A

WILLIAMS COUNTY, ND

S034-R097W-T156N



ROW Length: 1019.27 Ft. = 61.77 Rods
Proposed Permanent Easement: 1.17 Ac.
Temp Easement/ Workspace: 2.51 Ac.
Add Temp Easement/ Workspace: 1.32 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across: Royce S. Aslakson and Joyce Aslakson, his wife, as joint tenants and not as

Tract No.: ND-WI-036.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Monday, May 04, 2015 3:08:23 PM

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Page: 1 of 11
10/23/2015 1:31 PM
EAS $40.00

WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-036.200, 036.205
PARCEL ID: 221559870003040, 22155970003020
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated September 9, 2015, is between **Constance "Connie" Bergstrom and Constance "Connie" Bergstrom as Trustee of the Family Share Trust under Will of Donald D. Bergstrom, Contract Seller; and David G. Bergstrom and Colleen K. Bergstrom, husband and wife, as tenants in common, Contract Buyer,** whose mailing address is **P.O. Box 507, Ray, ND 58849,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30"**) in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160.96 acres of land, more or less, situated in the SW¼NE¼, the SE¼NW¼, Lot 01, and 02 of Section 03 Township One 155 North, Range 97 West, Williams County, North Dakota, more particularly described in Quit Claim Deed dated November 02, 2010 from Donald D. Bergstrom and Connie Bergstrom a/k/a Constance H. Bergstrom, husband and wife, to Donald D. Bergstrom and Connie Bergstrom, a/k/a Constance H. Bergstrom, husband and wife, as tenants in common, recorded as Document Number 699645, office of County Recorder, of Williams County, North Dakota, less and except any conveyances heretofore made.

All that certain lot, tract or parcel of land, containing 121.12 acres of land, more or less, situated in the SW¼NW¼, Lot 03, and Lot 04 of Section 03, Township 155 North, Range 97 West, Williams County, North Dakota, more particularly described in Quit Claim Deed dated November 02, 2010 from Donald D. Bergstrom and Connie Bergstrom a/k/a Constance H. Bergstrom, husband and wife, to Donald D. Bergstrom and Connie Bergstrom, a/k/a

Constance H. Bergstrom, husband and wife, as tenants in common, recorded as Document Number 699645, office of County Recorder, of Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement, and (c) be recorded by Grantee in the Williams County Recorder's Office. Grantee shall provide Grantor with a copy of the recorded **Exhibit A-1** which shall constitute the actual Easement granted.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of (up to 30' diameter), relocating and changing the route or routes of within the boundaries of the Easement, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. However, Grantee shall not change the contour of the land in any manner which might inhibit or redirect the natural flow of water. Grantee agrees to fill and refill, as may be necessary in the option of Grantor, any subsidence along the Pipeline Easement with additional hauled in topsoil so the original contours of the land are maintained as near the recent natural surface level as possible.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and shall be definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in

accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops by the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Notwithstanding the foregoing, this Agreement is a general release as defined by Section 9-13-02 NDCC and does not release Grantee from future actual, extraordinary, unforeseen, indirect, special or consequential damages.

5. Unless more specifically agreed upon by the parties, Grantee shall restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder, as provided in the North Dakota Environmental Construction Plan attached hereto and incorporated by reference herein. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or interfere with Grantee's rights under this Agreement. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee no less than seventy two (72) hours before streets, roadways, utilities, or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. Grantor agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Grantee agrees the Pipeline will be constructed in a manner to allow the crossing of agricultural equipment of normal weight and livestock. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the

Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Unless more specifically stated in the terms of this Agreement, Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement, as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim, costs (including reasonable attorneys' fees and court costs) or liability or loss from personal injury, including death, or property damage to the extent caused by Grantee, its servants, agents or invitees, and to the extent caused by Grantee during the installation, use, maintenance, repair or removal of the pipeline by Grantee and such persons acting on its behalf, excepting, however, such claims, costs, liabilities or damages as may be due to or caused by the negligence of Grantor, or its servants, agents or invitees. Furthermore, Grantee hereby agrees to indemnify and hold Grantor harmless for any environmental damage caused by Grantee on this Easement, or for any damages caused by Grantees' noncompliance with any applicable and enforceable environmental law, order, administrative law, regulation 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 having jurisdiction over the operations of Grantee. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed between Grantor and Grantee that: (a Grantee shall not be responsible for the existence, assessment, remediation, excavation, removal, relocation or disposal of any petroleum, hazardous or toxic substances or solid wastes which are present on the Pipeline Easement or the Temporary Construction Easement as of the date of this Agreement or which migrate from no fault or control of Grantee to the Pipeline Easement, Temporary Construction Easement or Access Easement after the date of this Agreement.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be for a term of ninety nine (99) years in accordance with North Dakota law, and provisions of this Agreement, including all benefits and burdens, shall run with the land.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contain the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit "B" attached hereto.

EXECUTED this 23 day of Sept., 2015.

GRANTOR:
Family Share Trust under the Will of
Donald D. Bergstrom, Contract Seller

Constance "Connie" Bergstrom
By: Constance "Connie" Bergstrom
Its: Trustee

GRANTOR:

Constance "Connie" Bergstrom
Constance "Connie" Bergstrom, Contract Seller

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Constance "Connie" Bergstrom in her capacity as Owner and also in her capacity as Trustee of the Family Share Trust under the Will of Donald D. Bergstrom, Contract Sellers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of September, 2015.

Sabrina L. Marburger
Notary Public

My Commission Expires: August 5, 2021

SABRINA L. MARBURGER
Notary Public
State of North Dakota
My Commission Expires Aug. 5, 2021

EXECUTED this 9 day of September, 2015.

GRANTOR:

David G. Bergstrom, Contract Buyer

Colleen K. Bergstrom, Contract Buyer

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared David G. Bergstrom and Colleen K. Bergstrom, in their capacity as Contract Buyers, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9 day of September, 2015.

Monica Tracey
Notary Public

My Commission Expires: 11-27-2020

MONICA TRACEY
Notary Public
State of North Dakota
My Commission Expires Nov. 27, 2020

EXHIBIT "B"

This Addendum is attached to and made a part of that certain Easement Agreement dated September 9, 2015, by and between **Constance "Connie" Bergstrom and Constance "Connie" Bergstrom as Trustee of the Family Share Trust under Will of Donald D. Bergstrom, Contract Seller; and David G. Bergstrom and Colleen K. Bergstrom, husband and wife, as tenants in common, Contract Buyer,** as Grantor, and Dakota Access, LLC, of 1300 Main Street, Houston, Texas 77002, as Grantee. If any of the following provisions conflict with or are inconsistent with any of the printed provisions or terms of the Easement Agreement, the following provisions shall control:

1. Grantee may sell or assign in whole or in part its rights to this easement, however, such sale or assignment shall not be effective until Grantor has been delivered notice of the name, address, and phone number of the proposed assignee.
2. Grantor is not prevented from granting other easements that cross this easement provided that such easements or use by others does not damage or interfere with Grantee's use. To that extent, this is a non-exclusive easement. Grantee hereby grants permission to Grantor and the surface occupants to cross the Pipeline Easement at any time with agricultural equipment of normal weight as necessary to carry out normal and customary farming and ranching on the Property.
3. This Agreement is for the installation of one 30-inch steel crude oil pipeline and related equipment for the transportation of crude oil and associated by-products and may not be used for any other purpose. Grantee will allow no surface equipment or apparatus associated with the pipeline to be installed on Grantor's land without separate consent from Grantor, except for pipeline markers and cathodic protection test leads as may be required.
4. Grantee agrees to bury the pipeline a minimum of forty-eight inches (48") from the top on cultivated lands and rangelands and no less than twenty four inches (24") through rock.
5. The Easement consideration compensates Grantor for any existing structures and improvements located on the Property as of the Effective Date of this Agreement.
6. This pipeline easement shall not be effective, and the Grantee shall have no rights to enter upon the property, until all payments for this easement or for property damage have been paid to Grantor.
7. This pipeline may not be moved, and it may not be replaced by a larger pipeline than originally installed without the written permission of Grantor and additional consideration. If Grantee desires to dig up any part or portion of the pipeline during the term of this easement for any reason, it shall pay damages to Grantor for soil disturbance and actual damages at the then-current fair market value of such damages.

8. Grantee undertakes to and does hereby agree to defend, hold harmless, and indemnify Grantor, his successors, heirs, or assigns, from any and all liability, costs, and attorney's fees Grantor may suffer arising out of any operation, work, procedure, accident or otherwise involving the use by the Grantee of any portion of the lands described in this easement, or for any environmental damage caused or permitted by Grantee on this easement, or for any damage caused by Grantee'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, having jurisdiction. The term "Grantee" as used in this paragraph includes Grantee's agents, servants, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or in behalf of Grantee for the purposes of accessing, laying, constructing, maintaining, operating, repairing, replacing, inspecting and removing the pipeline. This provision shall continue to apply to any such damage, loss or violation caused by Grantee regardless of any assignment or release of this easement by Grantee.
9. Grantor does not warrant or agree to defend title to the lands covered by this easement. Grantee has assumed the risk of title lien, cloud or claim. Grantee agrees to pay Grantor and/or his tenant(s) for damage to growing crops, livestock, timber, fences or other structural improvements which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of the pipeline and appurtenant facilities. Grantee shall reasonably compensate Grantor or the surface occupants for loss or damage to crops, pastures, fences, structures, improvements, waterlines, diversions, irrigation ditches, terraces, tile lines, tanks, timber, pipelines or any other damages to the Property, improvements, personal property or livestock caused by or resulting from Grantee's use or occupancy of the Property, including damages due to operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.
    a. Should either (i) a growing crop, hay, grass, forage, rangeland or any cropland be damaged or destroyed, or (ii) the agricultural capability of the lands encompassing the Pipeline Easement or the Temporary Construction Easement be reduced or eliminated by Grantee during the use, operation, maintenance or replacement of the Pipeline, Grantor or the surface occupant shall be reasonably compensated for the loss thereof by multiplying the current market price for the crop by the reduced production as evidenced by comparing yields with adjacent lands within the same growing season or most recent full production from the impacted lands.
    b. Grantee shall compensate Grantor or the surface occupant for any injury or loss to Grantor's or the surface occupant's livestock resulting from construction or Grantee's operations or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the individual whole.

c. In the event Grantee's activities or omissions cause fire on the Property or adjacent lands owned by Grantor, and the property or adjacent lands are used for grazing, Grantee shall promptly pay (i) the reasonable costs of all fire suppression incurred by Grantor or the surface occupant, (ii) One Hundred Twenty Dollars ($120.00) per acre for all rangeland burned for immediate lost grazing as full and complete satisfaction for said lost grazing for a period of two (2) growing seasons, (iii) replacement costs for fences and any other improvements, including structures, destroyed or damaged by fire, and (iv) all other actual damages, including all costs associated with the prevention and control of cheat grass and cactus, to Grantor or the surface occupant as a result of such fire. Damages for immediate lost grazing shall be paid within one week of establishing the acres burned, and the amount per acre shall be adjusted annually by reference to the "CPI-U" published U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index. Compensation for other damages must be paid within a reasonable time after notification to Grantee of the fire damage in writing, which notice shall include itemization and evidence of the cost associated with the damages.

d. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the Conservation Reserve Program or any substantially similar government program in which it was enrolled and qualified on the Effective Date, Grantee shall reimburse Grantor for any penalties and reimbursement obligations levied against Grantor by the agency administering the program as a consequence of the property's removal.

10. As set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full, the following mitigative measures shall be implemented during topsoil removal and storage. In cultivated lands and rangeland, the actual depth of the topsoil will be stripped from any area excavated. All subsoil material removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile (that is, double ditched.) The contractor shall perform work in a manner to minimize the potential for subsoil and topsoil to be mixed. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench before replacing the topsoil. All tracks, ruts and equipment surface disturbance shall be removed by grading or filling in such tracks or ruts with topsoil after construction, maintenance or inspection. Two years after the construction is completed, Grantee shall also inspect the pipeline easement, and any ground which has sunk or caved in shall be restored to the contour as close to the original slope and contour as is reasonably possible.

11. Grantee shall control by appropriate spraying, or clipping prior to going to seed, all noxious weeds that grow within the pipeline right of way lands disturbed for construction or maintenance as set forth in the abovementioned ECP.
12. Grantee agrees to consult with Grantor and the surface occupants to take such precautions as necessary to protect new vegetation upon reseeding as set forth in the abovementioned ECP.
13. If the pipeline installed upon this easement is not used for a consecutive period of two (2) years, then within one (1) year following that date, the Grantee shall remove this pipeline and restore the surface to the affected areas as otherwise described in this Agreement. Within that same one year period, the Grantee shall also prepare and record a release of all of Grantee's rights, titles, and interests in this pipeline agreement. The requirement to remove the abandoned pipeline may be waived only with a separate agreement signed in advance by the Grantor.
14. Firearms shall not be brought on to the property, and there shall be no hunting allowed on the property covered by this easement by Grantee and its "agents" as defined in Paragraph 8 of this Exhibit.
15. Grantee agrees to keep the Property free and clear of all claims or liens for labor and services performed, and materials, supplies or equipment furnished in connection with Grantee's use of the Property; provided, however, if such a lien is filed against the Property, Grantee shall indemnify and hold Grantor and the surface occupants harmless against the consequences thereof.

This Easement shall run with the land and shall bind the parties, their heirs, successors and assigns. TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the easement rights and privileges herein granted for so long as said easement is useful to Grantee for the purposes stated above, with no cessation of use for more than two (2) years.

EXECUTED this 9 day of September, 2015.

GRANTOR:

Family Share Trust under the Will of Donald D. Bergstrom, Contract Seller

By: Constance "Connie" Bergstrom
Its: Trustee

GRANTOR:

Constance "Connie" Bergstrom,
Contract Seller

GRANTOR:

David G. Bergstrom, Contract Buyer

GRANTOR:

Colleen K. Bergstrom, Contract Buyer

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Page: 11 of 11
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WILLIAMS COUNTY, ND
EAS $40.00

COUNTY RECORDER, WILLIAMS COUNTY, ND
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
10/23/2015 1:31 PM
by Terri Benditson Deputy 814433

TREASURER/RECORDER WILLIAMS SEAL COUNTY STATE OF NORTH DAKOTA

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Page: 1 of 11
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WILLIAMS COUNTY, ND EAS $40.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-036.200, 036.205
PARCEL ID: 221559870003040, 22155970003020
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated September 9, 2015, is between **Constance "Connie" Bergstrom and Constance "Connie" Bergstrom as Trustee of the Family Share Trust under Will of Donald D. Bergstrom, Contract Seller; and David G. Bergstrom and Colleen K. Bergstrom, husband and wife, as tenants in common, Contract Buyer,** whose mailing address is **P.O. Box 507, Ray, ND 58849,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160.96 acres of land, more or less, situated in the SW¼NE¼, the SE¼NW¼, Lot 01, and 02 of Section 03 Township One 155 North, Range 97 West, Williams County, North Dakota, more particularly described in Quit Claim Deed dated November 02, 2010 from Donald D. Bergstrom and Connie Bergstrom a/k/a Constance H. Bergstrom, husband and wife, to Donald D. Bergstrom and Connie Bergstrom, a/k/a Constance H. Bergstrom, husband and wife, as tenants in common, recorded as Document Number 699645, office of County Recorder, of Williams County, North Dakota, less and except any conveyances heretofore made.

All that certain lot, tract or parcel of land, containing 121.12 acres of land, more or less, situated in the SW¼NW¼, Lot 03, and Lot 04 of Section 03, Township 155 North, Range 97 West, Williams County, North Dakota, more particularly described in Quit Claim Deed dated November 02, 2010 from Donald D. Bergstrom and Connie Bergstrom a/k/a Constance H. Bergstrom, husband and wife, to Donald D. Bergstrom and Connie Bergstrom, a/k/a

Constance H. Bergstrom, husband and wife, as tenants in common, recorded as Document Number 699645, office of County Recorder, of Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement, and (c) be recorded by Grantee in the Williams County Recorder's Office. Grantee shall provide Grantor with a copy of the recorded **Exhibit A-1** which shall constitute the actual Easement granted.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of (up to 30' diameter), relocating and changing the route or routes of within the boundaries of the Easement, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. However, Grantee shall not change the contour of the land in any manner which might inhibit or redirect the natural flow of water. Grantee agrees to fill and refill, as may be necessary in the option of Grantor, any subsidence along the Pipeline Easement with additional hauled in topsoil so the original contours of the land are maintained as near the recent natural surface level as possible.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and shall be definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in

accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops by the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Notwithstanding the foregoing, this Agreement is a general release as defined by Section 9-13-02 NDCC and does not release Grantee from future actual, extraordinary, unforeseen, indirect, special or consequential damages.

5. Unless more specifically agreed upon by the parties, Grantee shall restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder, as provided in the North Dakota Environmental Construction Plan attached hereto and incorporated by reference herein. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or interfere with Grantee's rights under this Agreement. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee no less than seventy two (72) hours before streets, roadways, utilities, or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. Grantor agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Grantee agrees the Pipeline will be constructed in a manner to allow the crossing of agricultural equipment of normal weight and livestock. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the

Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Unless more specifically stated in the terms of this Agreement, Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement, as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim, costs (including reasonable attorneys' fees and court costs) or liability or loss from personal injury, including death, or property damage to the extent caused by Grantee, its servants, agents or invitees, and to the extent caused by Grantee during the installation, use, maintenance, repair or removal of the pipeline by Grantee and such persons acting on its behalf, excepting, however, such claims, costs, liabilities or damages as may be due to or caused by the negligence of Grantor, or its servants, agents or invitees. Furthermore, Grantee hereby agrees to indemnify and hold Grantor harmless for any environmental damage caused by Grantee on this Easement, or for any damages caused by Grantees' noncompliance with any applicable and enforceable environmental law, order, administrative law, regulation 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 having jurisdiction over the operations of Grantee. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed between Grantor and Grantee that: (a Grantee shall not be responsible for the existence, assessment, remediation, excavation, removal, relocation or disposal of any petroleum, hazardous or toxic substances or solid wastes which are present on the Pipeline Easement or the Temporary Construction Easement as of the date of this Agreement or which migrate from no fault or control of Grantee to the Pipeline Easement, Temporary Construction Easement or Access Easement after the date of this Agreement.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be for a term of ninety nine (99) years in accordance with North Dakota law, and provisions of this Agreement, including all benefits and burdens, shall run with the land.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contain the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit "B" attached hereto.

EXECUTED this 23 day of Sept., 2015.

GRANTOR:
Family Share Trust under the Will of
Donald D. Bergstrom, Contract Seller

Constance "Connie" Bergstrom
By: Constance "Connie" Bergstrom
Its: Trustee

GRANTOR:

Constance "Connie" Bergstrom
Constance "Connie" Bergstrom, Contract Seller

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Constance "Connie" Bergstrom in her capacity as Owner and also in her capacity as Trustee of the Family Share Trust under the Will of Donald D. Bergstrom, Contract Sellers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of September, 2015.

Sabrina L. Marburger
Notary Public

My Commission Expires: August 5, 2021

SABRINA L. MARBURGER
Notary Public
State of North Dakota
My Commission Expires Aug. 5, 2021

EXECUTED this 9 day of September, 2015.

GRANTOR:

David G. Bergstrom, Contract Buyer

Colleen K. Bergstrom, Contract Buyer

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared David G. Bergstrom and Colleen K. Bergstrom, in their capacity as Contract Buyers, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9 day of September, 2015.

Monica Tracey
Notary Public

My Commission Expires: 11-27-2020

MONICA TRACEY
Notary Public
State of North Dakota
My Commission Expires Nov. 27, 2020

EXHIBIT "B"

This Addendum is attached to and made a part of that certain Easement Agreement dated September 9, 2015, by and between **Constance "Connie" Bergstrom and Constance "Connie" Bergstrom as Trustee of the Family Share Trust under Will of Donald D. Bergstrom, Contract Seller; and David G. Bergstrom and Colleen K. Bergstrom, husband and wife, as tenants in common, Contract Buyer,** as Grantor, and Dakota Access, LLC, of 1300 Main Street, Houston, Texas 77002, as Grantee. If any of the following provisions conflict with or are inconsistent with any of the printed provisions or terms of the Easement Agreement, the following provisions shall control:

1. Grantee may sell or assign in whole or in part its rights to this easement, however, such sale or assignment shall not be effective until Grantor has been delivered notice of the name, address, and phone number of the proposed assignee.
2. Grantor is not prevented from granting other easements that cross this easement provided that such easements or use by others does not damage or interfere with Grantee's use. To that extent, this is a non-exclusive easement. Grantee hereby grants permission to Grantor and the surface occupants to cross the Pipeline Easement at any time with agricultural equipment of normal weight as necessary to carry out normal and customary farming and ranching on the Property.
3. This Agreement is for the installation of one 30-inch steel crude oil pipeline and related equipment for the transportation of crude oil and associated by-products and may not be used for any other purpose. Grantee will allow no surface equipment or apparatus associated with the pipeline to be installed on Grantor's land without separate consent from Grantor, except for pipeline markers and cathodic protection test leads as may be required.
4. Grantee agrees to bury the pipeline a minimum of forty-eight inches (48") from the top on cultivated lands and rangelands and no less than twenty four inches (24") through rock.
5. The Easement consideration compensates Grantor for any existing structures and improvements located on the Property as of the Effective Date of this Agreement.
6. This pipeline easement shall not be effective, and the Grantee shall have no rights to enter upon the property, until all payments for this easement or for property damage have been paid to Grantor.
7. This pipeline may not be moved, and it may not be replaced by a larger pipeline than originally installed without the written permission of Grantor and additional consideration. If Grantee desires to dig up any part or portion of the pipeline during the term of this easement for any reason, it shall pay damages to Grantor for soil disturbance and actual damages at the then-current fair market value of such damages.

8. Grantee undertakes to and does hereby agree to defend, hold harmless, and indemnify Grantor, his successors, heirs, or assigns, from any and all liability, costs, and attorney's fees Grantor may suffer arising out of any operation, work, procedure, accident or otherwise involving the use by the Grantee of any portion of the lands described in this easement, or for any environmental damage caused or permitted by Grantee on this easement, or for any damage caused by Grantee'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, having jurisdiction. The term "Grantee" as used in this paragraph includes Grantee's agents, servants, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or in behalf of Grantee for the purposes of accessing, laying, constructing, maintaining, operating, repairing, replacing, inspecting and removing the pipeline. This provision shall continue to apply to any such damage, loss or violation caused by Grantee regardless of any assignment or release of this easement by Grantee.
9. Grantor does not warrant or agree to defend title to the lands covered by this easement. Grantee has assumed the risk of title lien, cloud or claim. Grantee agrees to pay Grantor and/or his tenant(s) for damage to growing crops, livestock, timber, fences or other structural improvements which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of the pipeline and appurtenant facilities. Grantee shall reasonably compensate Grantor or the surface occupants for loss or damage to crops, pastures, fences, structures, improvements, waterlines, diversions, irrigation ditches, terraces, tile lines, tanks, timber, pipelines or any other damages to the Property, improvements, personal property or livestock caused by or resulting from Grantee's use or occupancy of the Property, including damages due to operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.
    a. Should either (i) a growing crop, hay, grass, forage, rangeland or any cropland be damaged or destroyed, or (ii) the agricultural capability of the lands encompassing the Pipeline Easement or the Temporary Construction Easement be reduced or eliminated by Grantee during the use, operation, maintenance or replacement of the Pipeline, Grantor or the surface occupant shall be reasonably compensated for the loss thereof by multiplying the current market price for the crop by the reduced production as evidenced by comparing yields with adjacent lands within the same growing season or most recent full production from the impacted lands.
    b. Grantee shall compensate Grantor or the surface occupant for any injury or loss to Grantor's or the surface occupant's livestock resulting from construction or Grantee's operations or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the individual whole.

c. In the event Grantee's activities or omissions cause fire on the Property or adjacent lands owned by Grantor, and the property or adjacent lands are used for grazing, Grantee shall promptly pay (i) the reasonable costs of all fire suppression incurred by Grantor or the surface occupant, (ii) One Hundred Twenty Dollars ($120.00) per acre for all rangeland burned for immediate lost grazing as full and complete satisfaction for said lost grazing for a period of two (2) growing seasons, (iii) replacement costs for fences and any other improvements, including structures, destroyed or damaged by fire, and (iv) all other actual damages, including all costs associated with the prevention and control of cheat grass and cactus, to Grantor or the surface occupant as a result of such fire. Damages for immediate lost grazing shall be paid within one week of establishing the acres burned, and the amount per acre shall be adjusted annually by reference to the "CPI-U" published U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index. Compensation for other damages must be paid within a reasonable time after notification to Grantee of the fire damage in writing, which notice shall include itemization and evidence of the cost associated with the damages.

d. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the Conservation Reserve Program or any substantially similar government program in which it was enrolled and qualified on the Effective Date, Grantee shall reimburse Grantor for any penalties and reimbursement obligations levied against Grantor by the agency administering the program as a consequence of the property's removal.

10. As set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full, the following mitigative measures shall be implemented during topsoil removal and storage. In cultivated lands and rangeland, the actual depth of the topsoil will be stripped from any area excavated. All subsoil material removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile (that is, double ditched.) The contractor shall perform work in a manner to minimize the potential for subsoil and topsoil to be mixed. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench before replacing the topsoil. All tracks, ruts and equipment surface disturbance shall be removed by grading or filling in such tracks or ruts with topsoil after construction, maintenance or inspection. Two years after the construction is completed, Grantee shall also inspect the pipeline easement, and any ground which has sunk or caved in shall be restored to the contour as close to the original slope and contour as is reasonably possible.

11. Grantee shall control by appropriate spraying, or clipping prior to going to seed, all noxious weeds that grow within the pipeline right of way lands disturbed for construction or maintenance as set forth in the abovementioned ECP.
12. Grantee agrees to consult with Grantor and the surface occupants to take such precautions as necessary to protect new vegetation upon reseeding as set forth in the abovementioned ECP.
13. If the pipeline installed upon this easement is not used for a consecutive period of two (2) years, then within one (1) year following that date, the Grantee shall remove this pipeline and restore the surface to the affected areas as otherwise described in this Agreement. Within that same one year period, the Grantee shall also prepare and record a release of all of Grantee's rights, titles, and interests in this pipeline agreement. The requirement to remove the abandoned pipeline may be waived only with a separate agreement signed in advance by the Grantor.
14. Firearms shall not be brought on to the property, and there shall be no hunting allowed on the property covered by this easement by Grantee and its "agents" as defined in Paragraph 8 of this Exhibit.
15. Grantee agrees to keep the Property free and clear of all claims or liens for labor and services performed, and materials, supplies or equipment furnished in connection with Grantee's use of the Property; provided, however, if such a lien is filed against the Property, Grantee shall indemnify and hold Grantor and the surface occupants harmless against the consequences thereof.

This Easement shall run with the land and shall bind the parties, their heirs, successors and assigns. TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the easement rights and privileges herein granted for so long as said easement is useful to Grantee for the purposes stated above, with no cessation of use for more than two (2) years.

EXECUTED this 9 day of September, 2015.

GRANTOR:

Family Share Trust under the Will of Donald D. Bergstrom, Contract Seller

By: Constance "Connie" Bergstrom
Its: Trustee

GRANTOR:

Constance "Connie" Bergstrom,
Contract Seller

GRANTOR:

David G. Bergstrom, Contract Buyer

GRANTOR:

Colleen K. Bergstrom, Contract Buyer

814433
Page: 11 of 11
WILLIAMS COUNTY, ND
10/23/2015 1:31 PM
EAS $40.00

COUNTY RECORDER, WILLIAMS COUNTY, ND
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
10/23/2015 1:31 PM
by Terri Bendixon Deputy 814433

TREASURER/RECORDER WILLIAMS SEAL COUNTY STATE OF NORTH DAKOTA

814608
Page: 1 of 9
10/28/2015 1:03 PM
WILLIAMS COUNTY, ND EAS $34.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-038.000, 039.000, 040.000
PARCEL ID: 22155970004040, 22155970004030, 22155970005040,
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 10-14-15, 2015, is between **Jelean Braaten,** whose mailing address is **805 16th Street West, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 642.58 acres of land, more or less, being Lot 1, Lot 2, Lot 3 and Lot 4; the South Half of the Northwest Quarter (S1/2NW1/4) and the South Half of the Northeast Quarter (S1/2NE1/4), Section 4 and Lot 1 and Lot 2 and the South Half of the Northeast Quarter (S1/2NE1/4) of Section 5, all in Township 155 North, Range 97 West, Williams County, North Daktoa as described in that certain Personal Representative's Deed of Distribution, dated November 10, 2009, from Jelean Braaten, Personal Representative of the Estate of Marlin D. Braaten, Grantor, to Jelean Braaten, Grantee, recorded as Instrument Number 694445, Official Public Records, Williams County, North Dakota, less and except any conveyance heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated February 27, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 813713, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

JB

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses.

provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 14 day of October, 2015.

GRANTOR:

Jelean Braaten
Jelean Braaten

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Jelean Braaten, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of October, 2015.

Christopher Smith
Notary Public

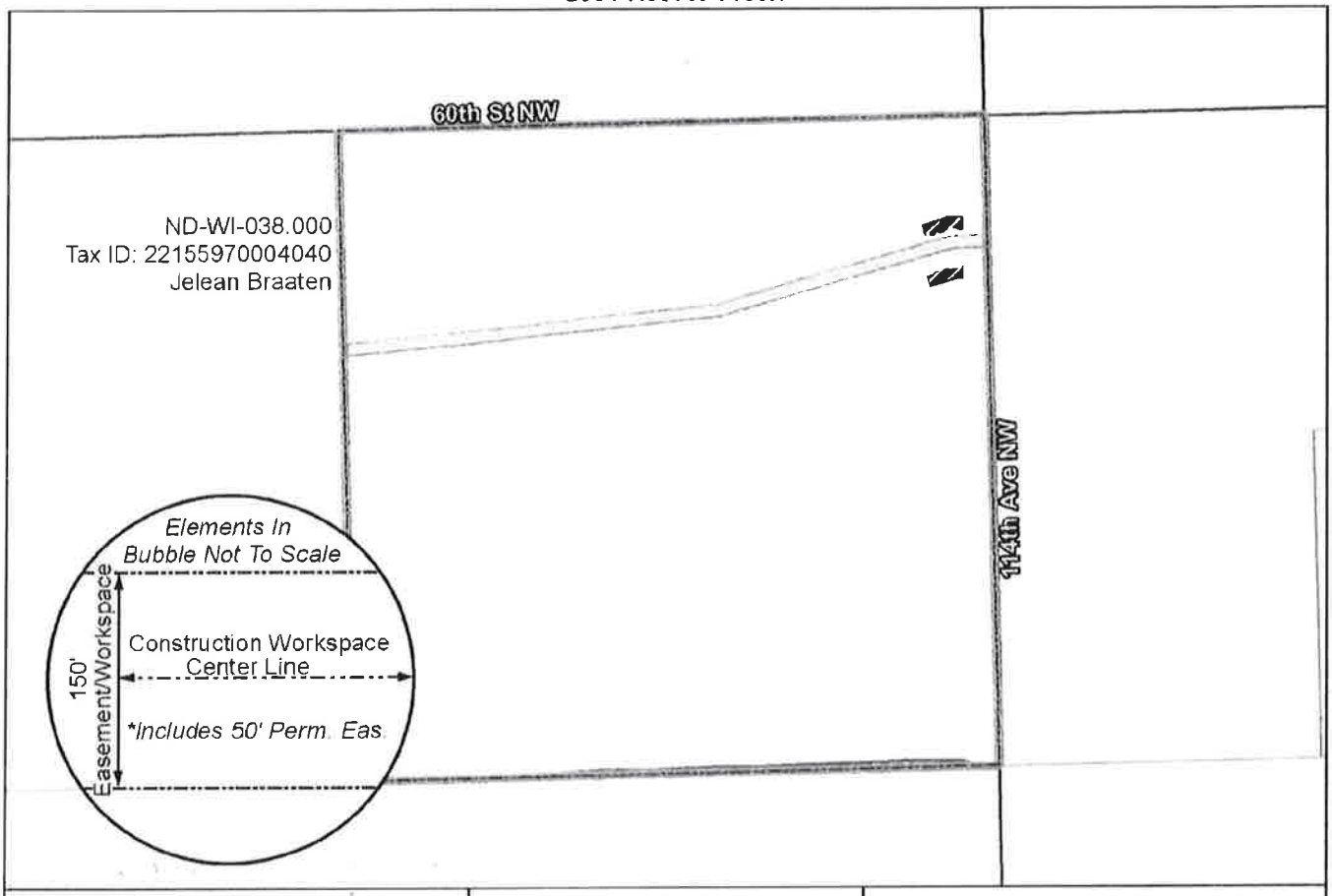
My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

Exhibit A

WILLIAMS COUNTY, ND

S004-R097W-T155N



ROW Length: 2675.66 Ft. = 162.16 Rods
Proposed Permanent Easement: 3.08 Ac.
Temp Easement/ Workspace: 6.1 Ac.
Add Temp Easement/Workspace: 0.35 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Jelean Braaten

Tract No.: ND-WI-038.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

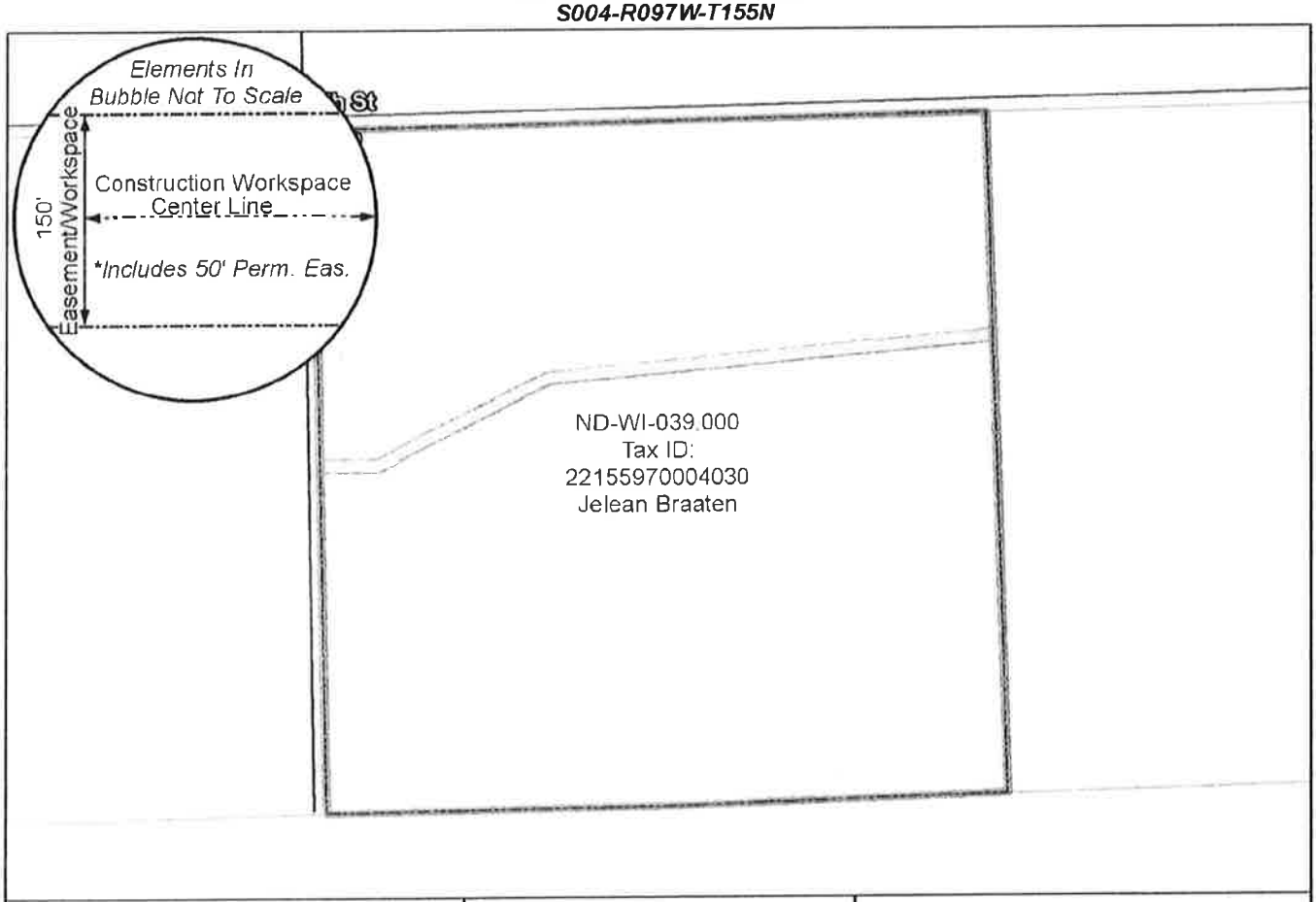
Landowner Initials

Date Exported: Thursday, September 10, 2015 9:12:57 AM

Exhibit A

WILLIAMS COUNTY, ND

S004-R097W-T155N



ROW Length: 2665.11 Ft. = 161.52 Rods
Proposed Permanent Easement: 3.06 Ac.
Temp Easement/ Workspace: 6.12 Ac.
Add Temp Easement/ Workspace: 0 Ac.
Launch & Receiver/Valve Site: 0 Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Jelean Braaten

Tract No.: ND-WI-039.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

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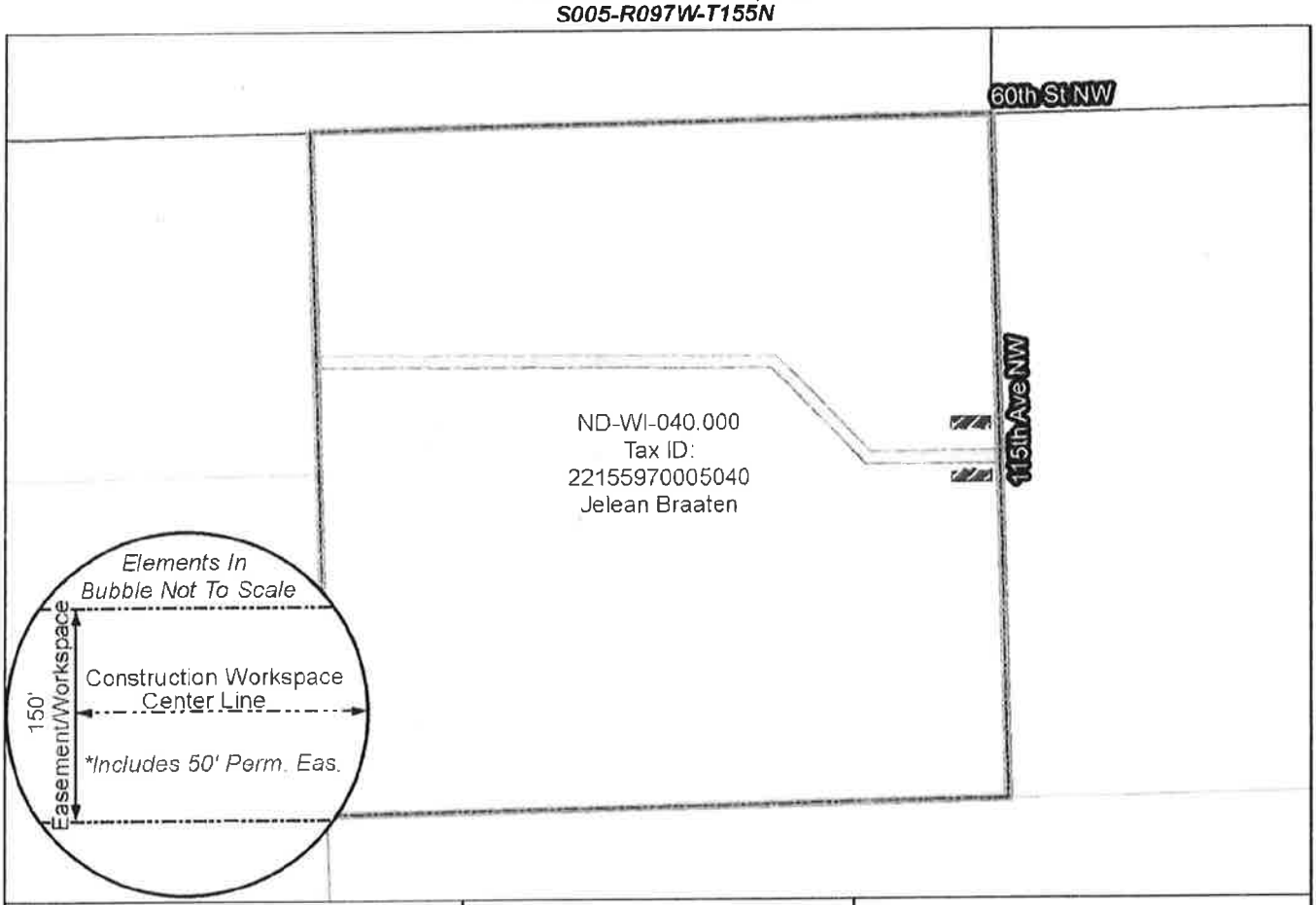
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Date Exported: Tuesday, January 06, 2015 2:44:23 PM

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ROW Length: 2803.54 Ft. = 169.91 Rods
Proposed Permanent Easement: 3.22 Ac.
Temp Easement/ Workspace: 6.36 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

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Landowner Initials

Date Exported: Monday, October 12, 2015 2:05:22 PM

814608
Page: 1 of 9
10/28/2015 1:03 PM
WILLIAMS COUNTY, ND EAS $34.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-038.000, 039.000, 040.000
PARCEL ID: 22155970004040, 22155970004030, 22155970005040,
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 10-14-15, 2015, is between **Jelean Braaten,** whose mailing address is **805 16th Street West, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 642.58 acres of land, more or less, being Lot 1, Lot 2, Lot 3 and Lot 4; the South Half of the Northwest Quarter (S1/2NW1/4) and the South Half of the Northeast Quarter (S1/2NE1/4), Section 4 and Lot 1 and Lot 2 and the South Half of the Northeast Quarter (S1/2NE1/4) of Section 5, all in Township 155 North, Range 97 West, Williams County, North Daktoa as described in that certain Personal Representative's Deed of Distribution, dated November 10, 2009, from Jelean Braaten, Personal Representative of the Estate of Marlin D. Braaten, Grantor, to Jelean Braaten, Grantee, recorded as Instrument Number 694445, Official Public Records, Williams County, North Dakota, less and except any conveyance heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated February 27, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 813713, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

JB

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses.

provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 14 day of October, 2015.

GRANTOR:

Jelean Braaten

Jelean Braaten

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Jelean Braaten, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of October, 2015.

Christopher Smith

Notary Public

My Commission Expires: 9-17-20

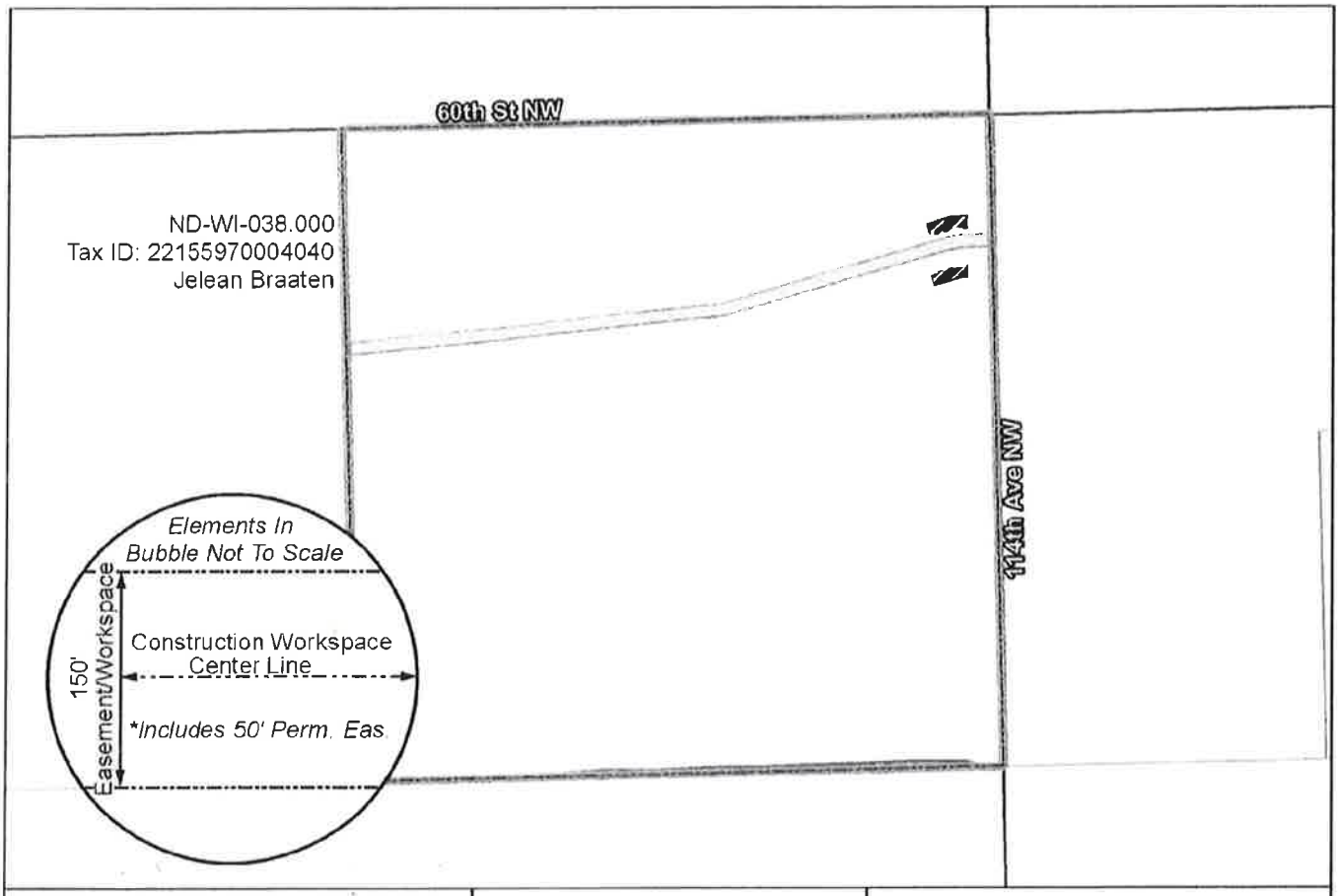
CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

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Page: 6 of 9
10/28/2015 1:03 PM
WILLIAMS COUNTY, ND
EAS $34.00

Exhibit A

WILLIAMS COUNTY, ND

S004-R097W-T155N



ROW Length: 2675.66 Ft. = 162.16 Rods
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Temp Easement/ Workspace: 6.1 Ac.
Add Temp Easement/Workspace: 0.35 Ac.

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N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

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Jelean Braaten

Tract No.: ND-WI-038.000

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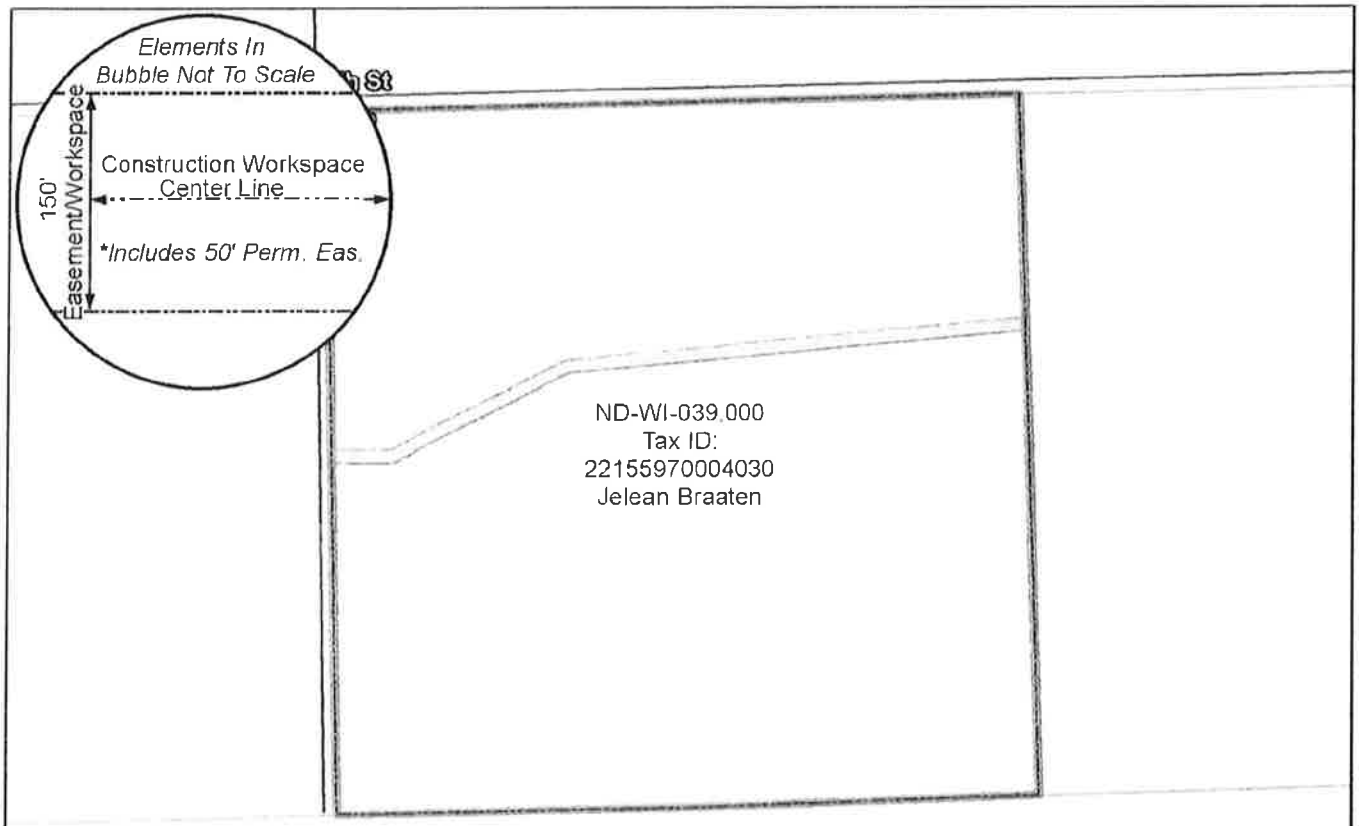
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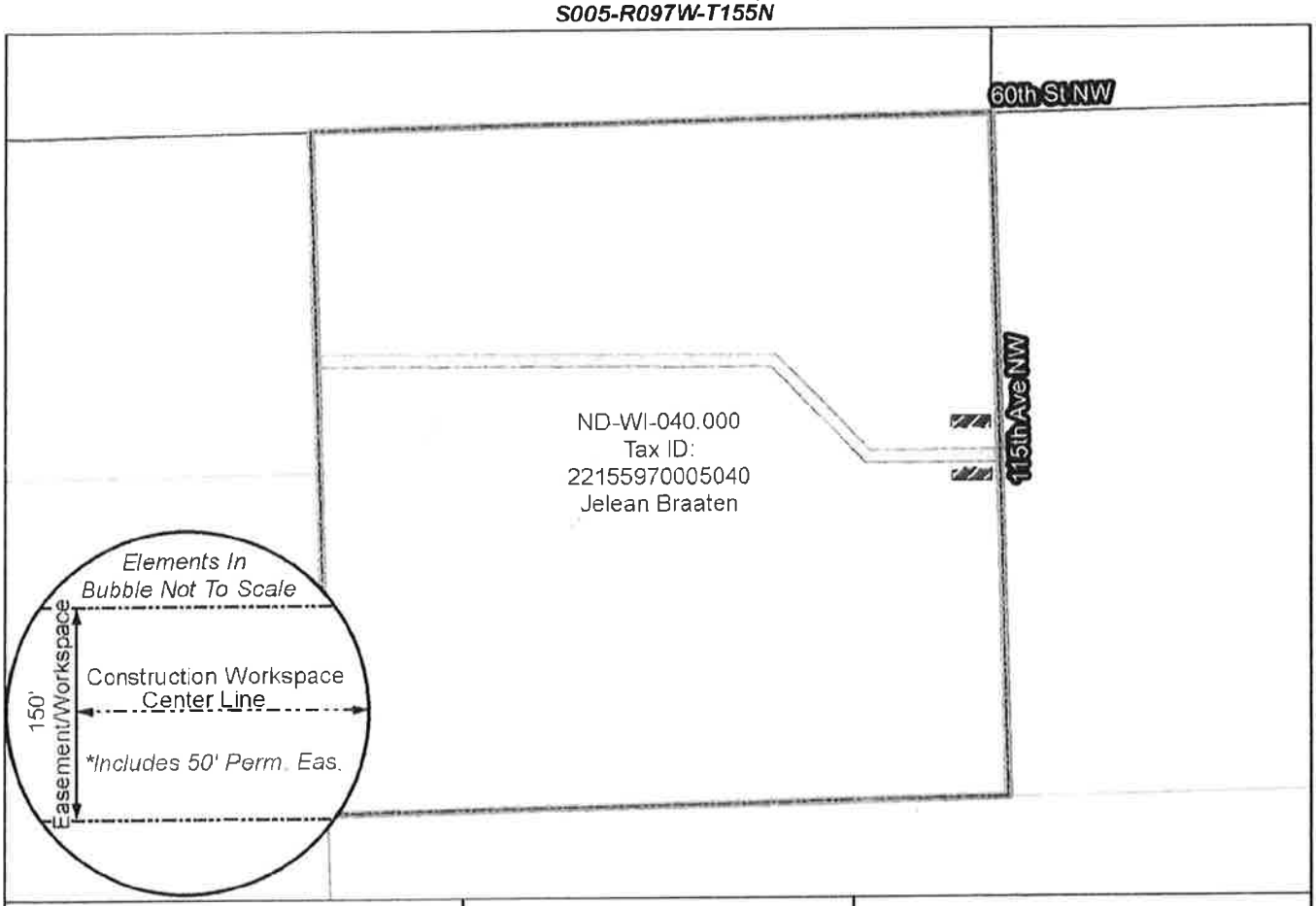
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Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-038.000, 039.000, 040.000
PARCEL ID: 22155970004040, 22155970004030, 22155970005040,
COUNTY: Williams

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JB

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses,

provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 14 day of October, 2015.

GRANTOR:

Jelean Braaten
Jelean Braaten

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Jelean Braaten, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of October, 2015.

Christopher Smith
Notary Public

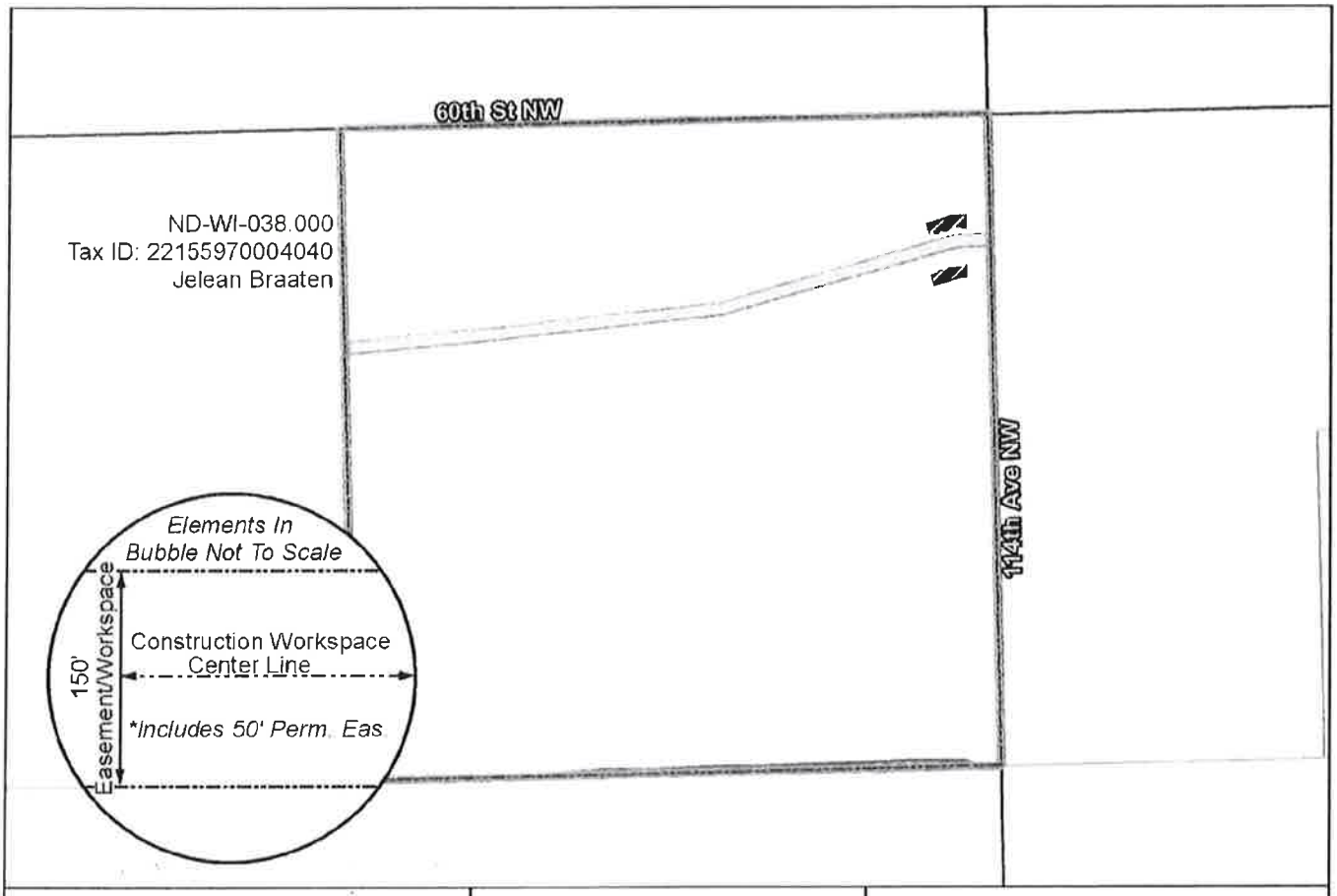
My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

Exhibit A

WILLIAMS COUNTY, ND

S004-R097W-T155N



ROW Length: 2675.66 Ft. = 162.16 Rods
Proposed Permanent Easement: 3.08 Ac.
Temp Easement/ Workspace: 6.1 Ac.
Add Temp Easement/Workspace: 0.35 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — Feet — 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Jelean Braaten

Tract No.: ND-WI-038.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

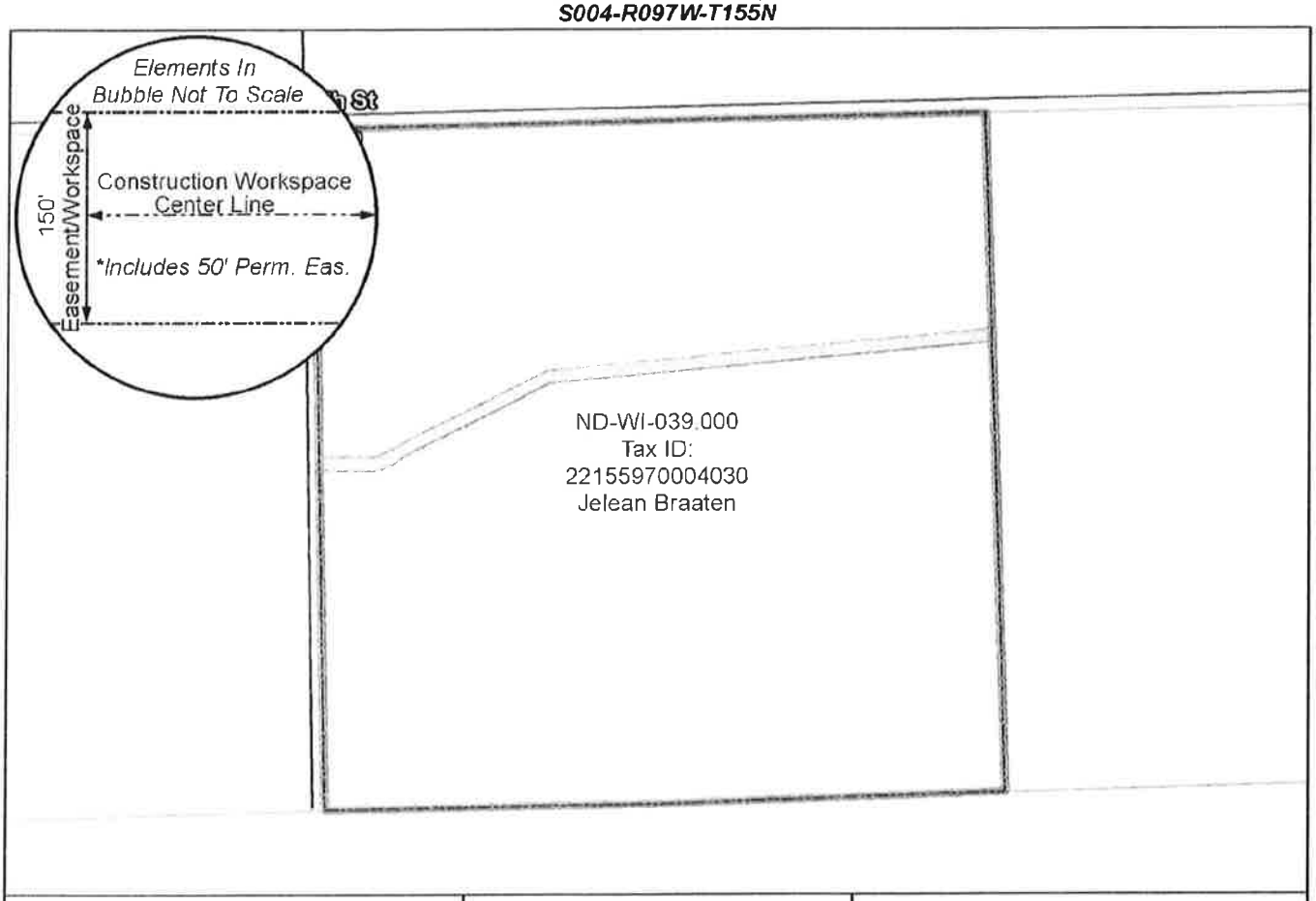
Landowner Initials

Date Exported: Thursday, September 10, 2015 9:12:57 AM

Exhibit A

WILLIAMS COUNTY, ND

S004-R097W-T155N



ROW Length: 2665.11 Ft. = 161.52 Rods
Proposed Permanent Easement: 3.06 Ac.
Temp Easement/ Workspace: 6.12 Ac.
Add Temp Easement/ Workspace: 0 Ac.
Launch & Receiver/Valve Site: 0 Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Jelean Braaten

Tract No.: ND-WI-039.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

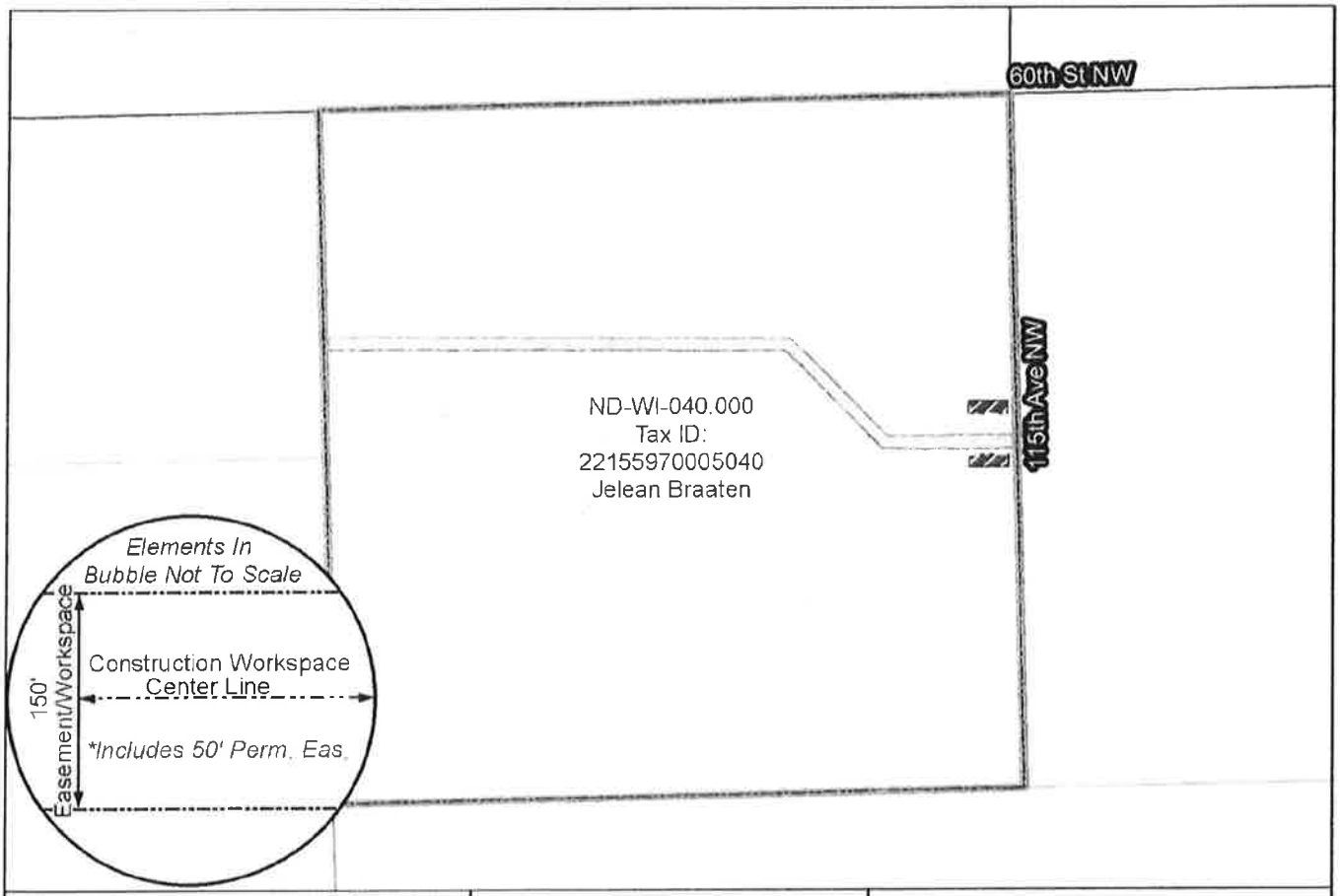
Date Exported: Tuesday, January 06, 2015 2:44:23 PM

814608
Page: 8 of 9
10/28/2015 1:03 PM
WILLIAMS COUNTY, ND
EAS $34.00

Exhibit A

WILLIAMS COUNTY, ND

S005-R097W-T155N



ROW Length: 2803.54 Ft. = 169.91 Rods
Proposed Permanent Easement: 3.22 Ac.
Temp Easement/ Workspace: 6.36 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Jelean Braaten

Tract No.: ND-WI-040.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Monday, October 12, 2015 2:05:22 PM

EXHIBIT H-2(c)

Reroute Location 26

816455
Page: 1 of 20
12/4/2015 3:39 PM
WILLIAMS COUNTY, ND EAS $67.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-041.000
PARCEL ID: 22155970005010
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated November 15, 2015, is between **Harvey B. Weyrauch and Aurita M. Weyrauch, husband and wife, joint tenants,** whose mailing address is **6259 114th Avenue Northwest, Ray ND 58849; Charles F. Daniel and Lois Daniel, husband and wife,** whose mailing address is **PO Box 274, Ray, ND 58849; Clarence R. Daniel and Julie Daniel, husband and wife, Life Estate,** whose mailing address is **PO Box 67, Spiritwood, ND 58481; Susan M. Daniel** whose mailing address is **PO Box 67, Spiritwood, ND 58481** and **Jennifer D. Christopher** whose mailing address is **3514 2nd Street Northeast, Minneapolis, MN 55418, Remaindermen; Dennis E. Daniel and Carol L. Daniel, husband and wife, Life Estate,** whose mailing address is **3430 County Road 139, Mandan, ND 58554, Patrick A. Daniel** whose mailing address is **4901 Highland Road, Mandan, ND 58554**, and **Cheryl J. Copenhaver** whose mailing address is **2723 T Road, Helena, MT 59602, Remaindermen** and **Shirley I. Kerbaugh, a widowed woman,** whose mailing address is **1515 2nd Avenue West, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 121.16 acres of land, more or less, being Lots 3 and 4, and the SW/4NW/4, all in Section 5, Township 155 North, Range 97 West in Williams County, North Dakota, as described in that certain Quit Claim Deed dated September 30, 2014, from Dennis E. Daniel and Carol L. Daniel, husband and wife, Grantors, and Dennis E. Daniel and Carol L. Daniel, husband and wife, Life Tenants, and Patrick A. Daniel, a married person, and Cheryl J. Copenhaver, a married person, Remainder Tenants, Grantees, recorded as Instrument

H.B.W. A.M.W. JC SD C.F.D. L.A.D. S.K

Number 794346, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that it will make a reasonable effort to remove any and all rocks greater than three inches (3") in diameter uncovered or encountered during the digging process from the surface of the excavated easement. These shall, upon completion of the construction process, either be (i) removed from the premises, or (ii) buried underground to a depth of at least two feet (2')

d. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings.

e. Grantee agrees to not commence construction activities prior to March 31, 2016 without the prior written consent of Grantor.

H.B.W. A.M.W. D.E.D. C.L.D. C.F.D. L.P. J.C. S.D. D.K.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Any payment tendered by Grantee to Grantor as consideration for this agreement does not cover any actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full. Grantee will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

7. Grantee agrees to strip the topsoil from the full width of the Pipeline Easement and Temporary Construction Easement, including the working side or travel lane, to prevent equipment traffic from mixing topsoil with the subsoil. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench before replacing the topsoil. In agricultural areas where the materials excavated during trenching are insufficient in quantity to meet backfill requirements, the soil of any agricultural land adjacent to the trench and construction area shall not be used as either backfill or surface cover material. Under no circumstances shall any topsoil materials be used for pipe padding material or trench backfill. In situations where imported soil materials are employed for backfill on agricultural lands, such material shall be of similar texture and quality to the existing soils on site. Imported soils shall be free from noxious weeds and other pests to the extent possible. Grantee agrees to cultivate any area within the Pipeline Easement and Temporary Construction Easement disturbed during construction of the pipeline. Grantee agrees that no less than three (3) passes will be made across the Pipeline Easement and Temporary Construction Easement area that is ripped with the first pass to be completed with at least twelve inch (12") wide sweeps and subsequent passes to be completed with no greater than six inch (6") wide sweeps. Grantee agrees to remove rocks encountered between each pass as outlined in Paragraph 1 of this agreement. Grantee agrees to perform compaction testing after the installation of the pipeline to ensure the soil in the pipeline trench area is properly compacted in accordance with the ECP referenced in Paragraph 6 of this Agreement.

H. B. W. R. M. W. DPD L.A.D. CFD SD JC SK

8. Grantee agrees to utilize imported topsoil to fill depressions in areas where minor trench settling occurs after topsoil spreading and land leveling. After initial reclamation, when topsoil spreading, and land leveling can no longer be utilized, Grantee shall use imported topsoil to fill depressions in areas where major trench settling occurs that is of significant depth. Topsoil from the adjacent agricultural land shall not be used to fill such depressions.

9. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed. Grantee agrees, to the extent as reasonably possible, that upon such notification and upon the Grantor's utilization of the North Dakota One Call System to mark Grantee's pipeline with bio-degradable markers or flags.

10. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

11. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

12. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

13. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

H.R.W. A.M.W. DED cmp JC SD cld CFD LDS K

14. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

15. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

16. This easement agreement may be assigned, in whole or in part, without the Grantor's consent or permission, provided that Grantee gives Grantor notice of such assignment, providing the assignee's name, address and telephone number within ninety (60) days after such assignment. However, failure to provide Grantor such notices shall affect the transferability but not the validity or enforcement of this Easement. The Pipeline Easement and Access Easement shall be in for the term of ninety nine (99) years, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

17. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

18. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

19. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

20. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

21. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

H.B.W. A.M.W. DSD TD cld CFD LAW CMP JD VC SD SK

EXECUTED this 18th day of November, 2015.

GRANTOR:

Harvey B. Weyrauch
Harvey B. Weyrauch

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Harvey B. Weyrauch, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of November, 2015.

Dan Walters
Notary Public

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

My Commission Expires: 12/17/2020

EXECUTED this 18th day of November, 2015.

GRANTOR:

Aurita M. Weyrauch
Aurita M. Weyrauch

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Aurita M. Weyrauch, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of November, 2015.

Dan Walters
Notary Public

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

My Commission Expires: 12/17/2020

EXECUTED this 18th day of November, 2015.

GRANTOR:

Charles F. Daniel

Charles F. Daniel

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Charles F. Daniel, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of November, 2015.

Dan Walters

Notary Public

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

My Commission Expires: 12/17/2020

EXECUTED this 18th day of November, 2015.

GRANTOR:

Lois Daniel

Lois Daniel

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Lois Daniel, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of November, 2015.

Dan Walters

Notary Public

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

My Commission Expires: 12/17/2020

EXECUTED this 15 day of November, 2015.

GRANTOR:

Clarence R Daniel
Clarence R. Daniel

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Stutsman)

BEFORE ME, the undersigned authority, on this day personally appeared Clarence R. Daniel, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15th day of November, 2015.

Dan Walters
Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

EXECUTED this 15th day of November, 2015.

GRANTOR:

Julie Daniel

Julie Daniel

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Stutsman)

BEFORE ME, the undersigned authority, on this day personally appeared Julie Daniel, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15th day of November, 2015.

Dan Walters

Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

EXECUTED this 16th day of November, 2015.

GRANTOR:
Clarence R. Daniel and Julie Daniel, husband and wife, Life Estate

By: Susan M. Daniel
As: Remainderman

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Barnes)

BEFORE ME, the undersigned authority, on this day personally appeared Susan M. Daniel, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of November, 2015.

Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

EXECUTED this 16 day of November, 2015.

GRANTOR:
Clarence R. Daniel and Julie Daniel, husband and wife, Life Estate

By: Jennifer D. Christopher
As: Remainderman

ACKNOWLEDGMENT

State of MINNESOTA)
)ss
County of HENNEPIN)

BEFORE ME, the undersigned authority, on this day personally appeared JENNIFER CHRISTOPHER known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16 day of NOVEMBER, 2015.

AUDREY JEAN SMITH
Notary Public
Minnesota
My Comm. Expires
Jan 31, 2017

Notary Public

My Commission Expires: Jan 31, 2017

EXECUTED this 16th day of November, 2015.

GRANTOR:

Dennis E. Daniel

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Burleigh)

BEFORE ME, the undersigned authority, on this day personally appeared Dennis E. Daniel, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of November, 2015.

Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

EXECUTED this 16th day of November, 2015.

GRANTOR:

Carol L. Daniel
Carol L. Daniel

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Burleigh)

BEFORE ME, the undersigned authority, on this day personally appeared Carol L. Daniel, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of November, 2015.

Dan Walters
Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

EXECUTED this 16th day of November, 2015.

GRANTOR:
Dennis E. Daniel and Carol L. Daniel, husband and wife, Life Estate

By: Patrick A. Daniel
As: Remainderman

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Burleigh)

BEFORE ME, the undersigned authority, on this day personally appeared Patrick A. Daniel, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of November, 2015.

Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

EXECUTED this 17 day of November, 2015.

GRANTOR:
Dennis E. Daniel and Carol L. Daniel, husband and wife, Life Estate

By: Cheryl J. Copenhaver
As: Remainderman

ACKNOWLEDGMENT

State of MT)
)ss
County of Lewis & Clark)

BEFORE ME, the undersigned authority, on this day personally appeared Cheryl J. Copenhaver, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of November, 2015.

Notary Public

CRYSTAL A. HERRICK
NOTARY PUBLIC for the
State of Montana
Residing at Townsend, Montana
My Commission Expires
October 10, 2016

My Commission Expires: 10.10.16

EXECUTED this 18th day of November, 2015.

GRANTOR:

Shirley I. Kerbaugh

Shirley I. Kerbaugh

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Shirley I. Kerbaugh, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of November, 2015.

Dan Walters

Notary Public

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

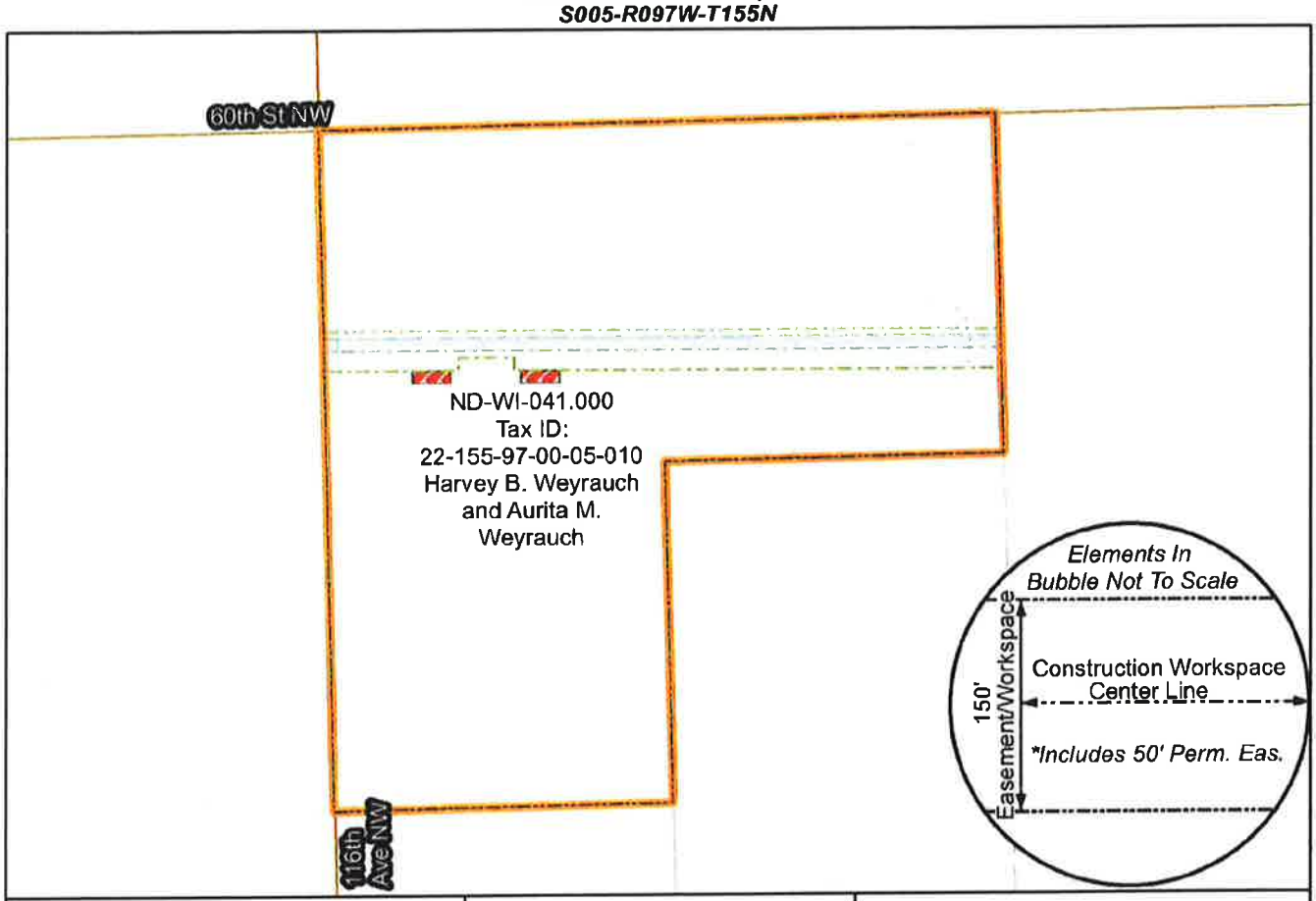
My Commission Expires: 12/17/2020

816455
Page: 19 of 20
12/4/2015 3:39 PM
WILLIAMS COUNTY, ND
EAS $67.00

Exhibit A

WILLIAMS COUNTY, ND

S005-R097W-T155N



ROW Length: 2639.23 Ft. = 159.95 Rods
Proposed Permanent Easement: 3.03 Ac.
Temp Easement/ Workspace: 5.82 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — Feet — 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Harvey B. Weyrauch and Aurita M. Weyrauch

Tract No.: ND-WI-041.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Monday, October 12, 2015 2:12:12 PM

H.B.W. A.M.W. CFO LAD

816790
Page: 1 of 11
12/15/2015 1:05 PM
EAS $40.00

WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-042.000
PARCEL ID: 22155970006020
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated September 9, 2015, is between **Constance "Connie" Bergstrom and Constance "Connie" Bergstrom as Trustee of the Family Share Trust under Will of Donald D. Bergstrom, Contract Seller; and David G. Bergstrom and Colleen K. Bergstrom, husband and wife, as tenants in common, Contract Buyer,** whose mailing address is **P.O. Box 507, Ray, ND 58849,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160.88 acres of land, more or less, situated in the S½NE¼, Lot 01 and Lot 02, in Section 06, Township 155 North, Range 97 West, Williams County, North Dakota, as described in that certain Assignment of Decedent Vendor's Interest in Contract for Deed, dated January 03, 2012, from Constance "Connie" H. Bergstrom, Personal Representative of the Estate of Donald D. Bergstrom, deceased, Assignor, and Constance "Connie" Bergstrom, Trustee of the Family Share Trust under Will of Donald D. Bergstrom, Assignee, recorded as Instrument Number 728255, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement, and (c) be recorded by Grantee in the Williams County Recorder's Office. Grantee shall provide Grantor with a copy of the recorded **Exhibit A-1** which shall constitute the actual Easement granted.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of (up to 30' diameter), relocating and changing the route or routes of within the boundaries of the Easement, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. However, Grantee shall not change the contour of the land in any manner which might inhibit or redirect the natural flow of water. Grantee agrees to fill and refill, as may be necessary in the option of Grantor, any subsidence along the Pipeline Easement with additional hauled in topsoil so the original contours of the land are maintained as near the recent natural surface level as possible.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and shall be definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops by the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Notwithstanding the foregoing, this Agreement is a general release as defined by Section 9-13-02 NDCC and does not release Grantee from future actual, extraordinary, unforeseen, indirect, special or consequential damages.

5. Unless more specifically agreed upon by the parties, Grantee shall restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder, as provided in the North Dakota Environmental Construction Plan attached hereto and incorporated by reference herein. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or interfere with Grantee's rights under this Agreement. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee no less than seventy two (72) hours before streets, roadways, utilities, or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. Grantor agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Grantee agrees the Pipeline will be constructed in a manner to allow the crossing of agricultural equipment of normal weight and livestock. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Unless more specifically stated in the terms of this Agreement, Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement, as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim, costs (including reasonable attorneys' fees and court costs) or liability or loss from personal injury, including death, or property damage to the extent caused by Grantee, its servants, agents or invitees, and to the extent caused by Grantee during the installation, use, maintenance, repair or removal of the pipeline by Grantee and such persons acting on its behalf, excepting, however, such claims, costs, liabilities or damages as may be due to or caused by the negligence of Grantor, or its servants, agents or invitees. Furthermore, Grantee hereby agrees to indemnify and hold Grantor harmless for any environmental damage caused by Grantee on this Easement, or for any damages caused by Grantees' noncompliance with any applicable and enforceable environmental law, order, administrative law, regulation 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 having jurisdiction over the operations of Grantee. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed between Grantor and Grantee that: (a Grantee shall not be responsible for the existence, assessment, remediation, excavation, removal, relocation or disposal of any petroleum, hazardous or toxic substances or solid wastes which are present on the Pipeline Easement or the Temporary Construction Easement as of the date of this Agreement or which migrate from no fault or control of Grantee to the Pipeline Easement, Temporary Construction Easement or Access Easement after the date of this Agreement.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be for a term of ninety nine (99) years in accordance with North Dakota law, and provisions of this Agreement, including all benefits and burdens, shall run with the land.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contain the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit "B" attached hereto.

EXECUTED this 9 day of Sept., 2015.

GRANTOR:
Family Share Trust under the Will of
Donald D. Bergstrom, Contract Seller

Trustee
By: Constance "Connie" Bergstrom
Its: Trustee

GRANTOR:

Constance "Connie" Bergstrom
Constance "Connie" Bergstrom, Contract Seller

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Constance "Connie" Bergstrom in her capacity as Owner and also in her capacity as Trustee of the Family Share Trust under the Will of Donald D. Bergstrom, Contract Sellers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9 day of September, 2015.

Monica Tracey
Notary Public

My Commission Expires: 11-27-2020

MONICA TRACEY
Notary Public
State of North Dakota
My Commission Expires Nov. 27, 2020

EXECUTED this 9 day of September, 2015.

GRANTOR:

David G. Bergstrom, Contract Buyer

Colleen K. Bergstrom, Contract Buyer

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared David G. Bergstrom and Colleen K. Bergstrom, in their capacity as Contract Buyers, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9 day of September, 2015.

Monica Tracey
Notary Public

My Commission Expires: 11-27-2020

MONICA TRACEY
Notary Public
State of North Dakota
My Commission Expires Nov. 27, 2020

EXHIBIT "B"

This Addendum is attached to and made a part of that certain Easement Agreement dated September 9, 2015, by and between **Constance "Connie" Bergstrom and Constance "Connie" Bergstrom as Trustee of the Family Share Trust under Will of Donald D. Bergstrom, Contract Seller; and David G. Bergstrom and Colleen K. Bergstrom, husband and wife, as tenants in common, Contract Buyer,** as Grantor, and Dakota Access, LLC, of 1300 Main Street, Houston, Texas 77002, as Grantee. If any of the following provisions conflict with or are inconsistent with any of the printed provisions or terms of the Easement Agreement, the following provisions shall control:

1. Grantee may sell or assign in whole or in part its rights to this easement, however, such sale or assignment shall not be effective until Grantor has been delivered notice of the name, address, and phone number of the proposed assignee.
2. Grantor is not prevented from granting other easements that cross this easement provided that such easements or use by others does not damage or interfere with Grantee's use. To that extent, this is a non-exclusive easement. Grantee hereby grants permission to Grantor and the surface occupants to cross the Pipeline Easement at any time with agricultural equipment of normal weight as necessary to carry out normal and customary farming and ranching on the Property.
3. This Agreement is for the installation of one 30-inch steel crude oil pipeline and related equipment for the transportation of crude oil and associated by-products and may not be used for any other purpose. Grantee will allow no surface equipment or apparatus associated with the pipeline to be installed on Grantor's land without separate consent from Grantor, except for pipeline markers and cathodic protection test leads as may be required.
4. Grantee agrees to bury the pipeline a minimum of forty-eight inches (48") from the top on cultivated lands and rangelands and no less than twenty four inches (24") through rock.
5. The Easement consideration compensates Grantor for any existing structures and improvements located on the Property as of the Effective Date of this Agreement.
6. This pipeline easement shall not be effective, and the Grantee shall have no rights to enter upon the property, until all payments for this easement or for property damage have been paid to Grantor.
7. This pipeline may not be moved, and it may not be replaced by a larger pipeline than originally installed without the written permission of Grantor and additional consideration. If Grantee desires to dig up any part or portion of the pipeline during the term of this easement for any reason, it shall pay damages to Grantor for soil disturbance and actual damages at the then-current fair market value of such damages.

8. Grantee undertakes to and does hereby agree to defend, hold harmless, and indemnify Grantor, his successors, heirs, or assigns, from any and all liability, costs, and attorney's fees Grantor may suffer arising out of any operation, work, procedure, accident or otherwise involving the use by the Grantee of any portion of the lands described in this easement, or for any environmental damage caused or permitted by Grantee on this easement, or for any damage caused by Grantee'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, having jurisdiction. The term "Grantee" as used in this paragraph includes Grantee's agents, servants, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or in behalf of Grantee for the purposes of accessing, laying, constructing, maintaining, operating, repairing, replacing, inspecting and removing the pipeline. This provision shall continue to apply to any such damage, loss or violation caused by Grantee regardless of any assignment or release of this easement by Grantee.
9. Grantor does not warrant or agree to defend title to the lands covered by this easement. Grantee has assumed the risk of title lien, cloud or claim. Grantee agrees to pay Grantor and/or his tenant(s) for damage to growing crops, livestock, timber, fences or other structural improvements which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of the pipeline and appurtenant facilities. Grantee shall reasonably compensate Grantor or the surface occupants for loss or damage to crops, pastures, fences, structures, improvements, waterlines, diversions, irrigation ditches, terraces, tile lines, tanks, timber, pipelines or any other damages to the Property, improvements, personal property or livestock caused by or resulting from Grantee's use or occupancy of the Property, including damages due to operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.
    a. Should either (i) a growing crop, hay, grass, forage, rangeland or any cropland be damaged or destroyed, or (ii) the agricultural capability of the lands encompassing the Pipeline Easement or the Temporary Construction Easement be reduced or eliminated by Grantee during the use, operation, maintenance or replacement of the Pipeline, Grantor or the surface occupant shall be reasonably compensated for the loss thereof by multiplying the current market price for the crop by the reduced production as evidenced by comparing yields with adjacent lands within the same growing season or most recent full production from the impacted lands.
    b. Grantee shall compensate Grantor or the surface occupant for any injury or loss to Grantor's or the surface occupant's livestock resulting from construction or Grantee's operations or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the individual whole.

c. In the event Grantee's activities or omissions cause fire on the Property or adjacent lands owned by Grantor, and the property or adjacent lands are used for grazing, Grantee shall promptly pay (i) the reasonable costs of all fire suppression incurred by Grantor or the surface occupant, (ii) One Hundred Twenty Dollars ($120.00) per acre for all rangeland burned for immediate lost grazing as full and complete satisfaction for said lost grazing for a period of two (2) growing seasons, (iii) replacement costs for fences and any other improvements, including structures, destroyed or damaged by fire, and (iv) all other actual damages, including all costs associated with the prevention and control of cheat grass and cactus, to Grantor or the surface occupant as a result of such fire. Damages for immediate lost grazing shall be paid within one week of establishing the acres burned, and the amount per acre shall be adjusted annually by reference to the "CPI-U" published U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index. Compensation for other damages must be paid within a reasonable time after notification to Grantee of the fire damage in writing, which notice shall include itemization and evidence of the cost associated with the damages.

d. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the Conservation Reserve Program or any substantially similar government program in which it was enrolled and qualified on the Effective Date, Grantee shall reimburse Grantor for any penalties and reimbursement obligations levied against Grantor by the agency administering the program as a consequence of the property's removal.

10. As set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full, the following mitigative measures shall be implemented during topsoil removal and storage. In cultivated lands and rangeland, the actual depth of the topsoil will be stripped from any area excavated. All subsoil material removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile (that is, double ditched.) The contractor shall perform work in a manner to minimize the potential for subsoil and topsoil to be mixed. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench before replacing the topsoil. All tracks, ruts and equipment surface disturbance shall be removed by grading or filling in such tracks or ruts with topsoil after construction, maintenance or inspection. Two years after the construction is completed, Grantee shall also inspect the pipeline easement, and any ground which has sunk or caved in shall be restored to the contour as close to the original slope and contour as is reasonably possible.

11. Grantee shall control by appropriate spraying, or clipping prior to going to seed, all noxious weeds that grow within the pipeline right of way lands disturbed for construction or maintenance as set forth in the abovementioned ECP.
12. Grantee agrees to consult with Grantor and the surface occupants to take such precautions as necessary to protect new vegetation upon reseeding as set forth in the abovementioned ECP.
13. If the pipeline installed upon this easement is not used for a consecutive period of two (2) years, then within one (1) year following that date, the Grantee shall remove this pipeline and restore the surface to the affected areas as otherwise described in this Agreement. Within that same one year period, the Grantee shall also prepare and record a release of all of Grantee's rights, titles, and interests in this pipeline agreement. The requirement to remove the abandoned pipeline may be waived only with a separate agreement signed in advance by the Grantor.
14. Firearms shall not be brought on to the property, and there shall be no hunting allowed on the property covered by this easement by Grantee and its "agents" as defined in Paragraph 8 of this Exhibit.
15. Grantee agrees to keep the Property free and clear of all claims or liens for labor and services performed, and materials, supplies or equipment furnished in connection with Grantee's use of the Property; provided, however, if such a lien is filed against the Property, Grantee shall indemnify and hold Grantor and the surface occupants harmless against the consequences thereof.

This Easement shall run with the land and shall bind the parties, their heirs, successors and assigns. TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the easement rights and privileges herein granted for so long as said easement is useful to Grantee for the purposes stated above, with no cessation of use for more than two (2) years.

EXECUTED this 9 day of September, 2015.

GRANTOR:

Family Share Trust under the Will of Donald D. Bergstrom, Contract Seller

Trustee

By: Constance "Connie" Bergstrom
Its: Trustee

GRANTOR:

Constance "Connie" Bergstrom

Constance "Connie" Bergstrom,
Contract Seller

GRANTOR:

David G. Bergstrom, Contract Buyer

GRANTOR:

Colleen K. Bergstrom

Colleen K. Bergstrom, Contract Buyer

816790
Page: 11 of 11
12/15/2015 1:05 PM
EAS $40.00

WILLIAMS COUNTY, ND

COUNTY RECORDER, WILLIAMS COUNTY, ND 12/15/2015 1:05 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by Jessi Bendixson Deputy 816790

TREASURER/RECORDER WILLIAMS SEAL COUNTY STATE OF NORTH DAKOTA

818394
Page: 1 of 8
1/28/2016 2:47 PM
WILLIAMS COUNTY, ND
EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-043.000
PARCEL ID: 22-155-97-00-06-010
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated _____, 2016, is between **Leslie C. Bean and Marla R. Bean, husband and wife**, whose mailing address is **13251 A Highway 1804, Williston, ND 58801** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 147.45 acres of land, more or less, being Lots 3, 4, 5 and SE1/4NW1/4, containing 147.45 acres, more or less, of Section 6, Township 155 North, Range 97 West, Williams County, North Dakota, as described in that certain Warranty Deed dated May 4, 1989, from The American State Bank and Trust Co. of Williston, as Conservator for Edith Helling, Grantor, to Leslie Bean, Grantee, recorded as Instrument Number 521204, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated March 13, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 804888, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

LCB MRB

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the

Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. Notwithstanding anything to the contrary herein contained or as may be directed by the rules and regulations of the State of North Dakota, Grantor is aware that certain trees and brush may be removed from Grantor's property by virtue of the revised route of Grantee's proposed pipeline, Grantor hereby elects and directs that Grantee not replant any trees or brush anywhere on Grantor's property.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

LCB MRB

EXECUTED this 23rd day of January, 2016.

GRANTOR:

Leslie C. Bean

Leslie C. Bean

ACKNOWLEDGMENT

State of Arizona)
)ss
County of Maricopa)

BEFORE ME, the undersigned authority, on this day personally appeared Leslie C. Bean, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of January, 2016.

KIMBERLEY S. ROTH
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 8, 2019

Notary Public

My Commission Expires: Jan 08 2019

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EAS $31.00
WILLIAMS COUNTY, ND

EXECUTED this 23 day of Jan, 2016.

GRANTOR:

Marla R. Bean

ACKNOWLEDGMENT

State of Arizona)
)ss
County of Maricopa)

BEFORE ME, the undersigned authority, on this day personally appeared Marla R Bean, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of January, 2016.

KIMBERLEY S. ROTH
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 8, 2019

Notary Public

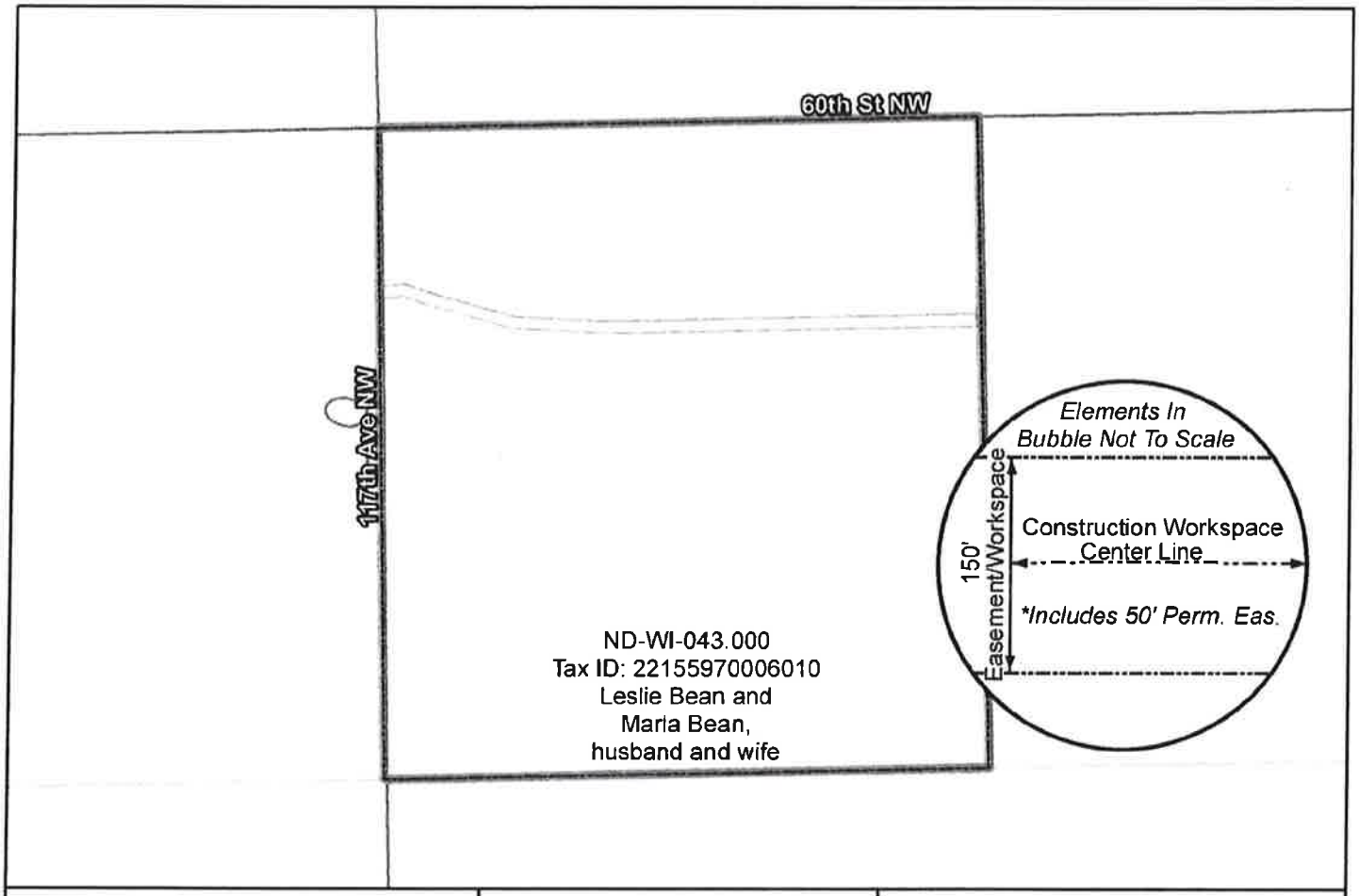
My Commission Expires: Jan 08 2019

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WILLIAMS COUNTY, ND

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WILLIAMS COUNTY, ND
EAS $31.00

Exhibit A

WILLIAMS COUNTY, ND
S006-R097W-T155N



ROW Length: 2450.98 Ft. = 148.54 Rods
Proposed Permanent Easement: 2.81 Ac.
Temp Easement/ Workspace: 5.63 Ac.
Add Temp Easement/Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Leslie Bean and Marla Bean, husband and wife

Tract No.: ND-WI-043.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

LCB MRB
Landowner Initials

Date Exported: Wednesday, November 11, 2015 9:00:34 AM

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1/28/2016 2:47 PM
WILLIAMS COUNTY, ND EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-044.000
PARCEL ID: 28-155-98-00-01-010
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated _____, 2016, is between **Leslie C. Bean and Marla R. Bean, husband and wife, as joint tenants with right of survivorship**, whose mailing address is **13251 A Highway 1804, Williston, ND 58801** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, situated in the Lots 1 and 2, S1/2NE1/4, all in Section 1, Township 155 North, Range 98 West, Williams County, North Dakota, as described in that certain Warranty Deed dated May 28, 1980 from Robert Neil Helling, a single man, Grantor, to Edith Helling, Grantee, recorded as Instrument Number 414584, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated March 13, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 804889, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the

Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. Notwithstanding anything to the contrary herein contained or as may be directed by the rules and regulations of the State of North Dakota, Grantor is aware that certain trees and brush may be removed from Grantor's property by virtue of the revised route of Grantee's proposed pipeline, Grantor hereby elects and directs that Grantee not replant any trees or brush anywhere on Grantor's property.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

LCB MRB

EXECUTED this 23 day of Jan., 2016.

GRANTOR:

Leslie C. Bean

Leslie C. Bean

ACKNOWLEDGMENT

State of ARIZONA)
)ss
County of MARICOPA)

BEFORE ME, the undersigned authority, on this day personally appeared LESLIE C BEAN, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of JANUARY, 2016.

KIMBERLEY S. ROTH
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 8, 2019

Notary Public

My Commission Expires: JAN 08 2019

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EAS $31.00
WILLIAMS COUNTY, ND

EXECUTED this 23 day of Jan, 2016.

GRANTOR:

Marla R. Bean

Marla R. Bean

ACKNOWLEDGMENT

State of Arizona)
)ss
County of Maricopa)

BEFORE ME, the undersigned authority, on this day personally appeared Marla R Bean, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of January, 2016.

KIMBERLEY S. ROTH
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 8, 2019

Notary Public

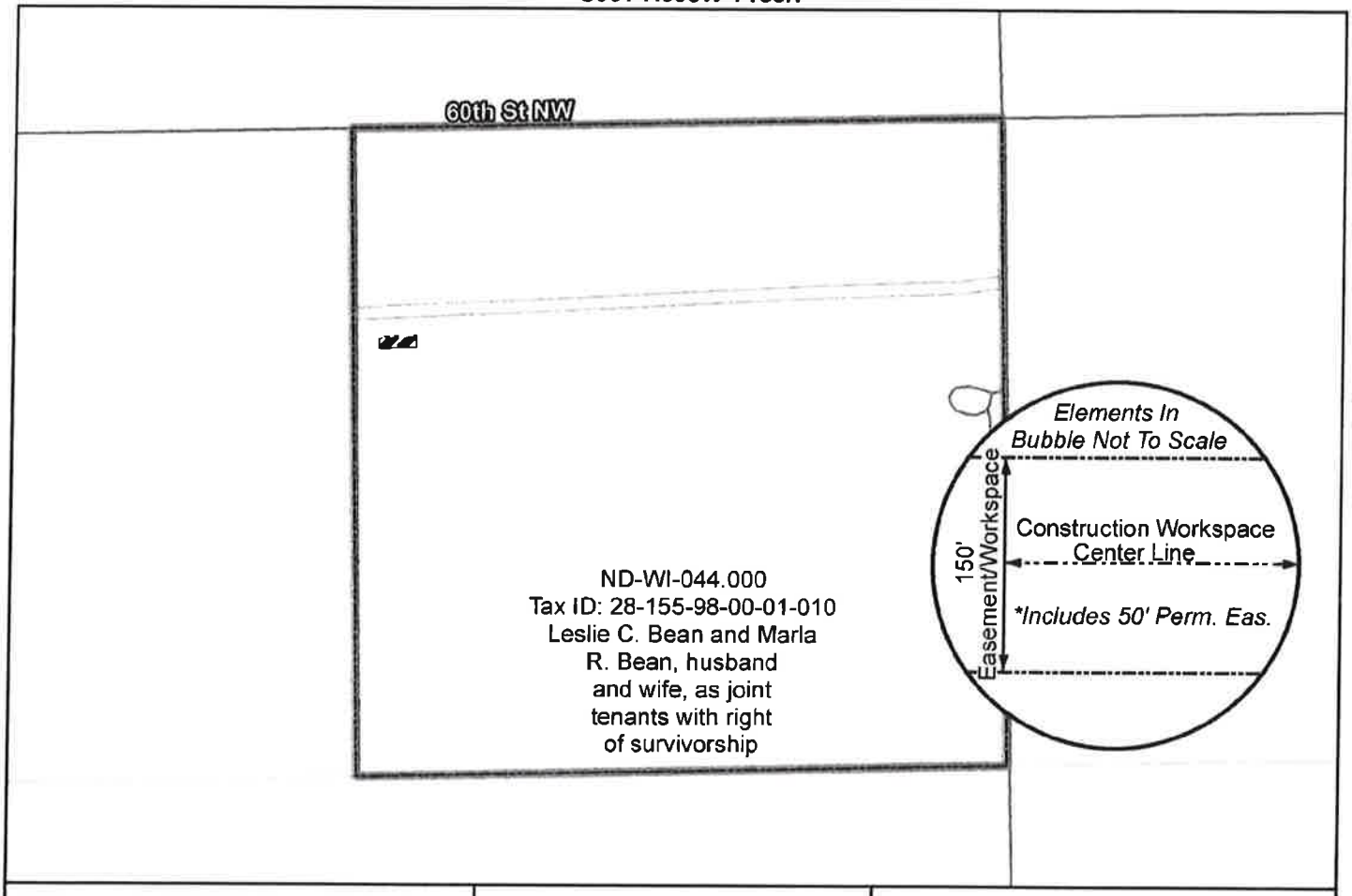
My Commission Expires: JAN 08 2019

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WILLIAMS COUNTY, ND

Exhibit A

WILLIAMS COUNTY, ND

S001-R098W-T155N



ROW Length: 2640.73 Ft. = 160.04 Rods
Proposed Permanent Easement: 3.03 Ac.
Temp Easement/ Workspace: 5.97 Ac.
Add Temp Easement/Workspace: 0.17 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Leslie C. Bean and Marla R. Bean, husband and wife, as joint tenants with

Tract No.: ND-WI-044.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

LCB MRB
Landowner Initials

Date Exported: Wednesday, November 11, 2015 9:02:55 AM

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WILLIAMS COUNTY, ND EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-045.000
PARCEL ID: 28-155-98-00-01-020
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated _____, 2016, is between **Leslie C. Bean and Marla R. Bean, husband and wife**, whose mailing address is **13251 A Highway 1804, Williston, ND 58801** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), (iii) access easements not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement and not to exceed fifty feet (50') in width for access to and from the below described surface site ("Access Easement"), and (iv) a fifty foot by seventy five foot (50' x 75') surface site, such surface site to be used for valves, risers, meters, pumps, electric facilities and lines, and associated pipeline facilities and the Access Easement(s) to be for ingress and egress, power lines and electric transmission or generation lines as may be needed to supply power to the facilities located on the surface site. The Pipeline Easement, the Temporary Construction Easement, and the Access Easement and the surface site (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, being Lots 3 and 4, S1/2NW1/4, all in Section 1, Township 155 North, Range 98 West, Williams County, North Dakota, as described in that certain Personal Representative Deed dated December 30, 1994, from the American State Bank and Trust Company of Williston as Personal Representative of the Estate of Edith L. Helling, deceased, to Leslie C. Bean and Marla R. Bean, husband and wife, as joint tenants with right of survivorship, recorded as Instrument Number 558171, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated March 13, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 804890, of the

Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement and the surface site. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee may supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement and the surface site. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and

conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement and surface site. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which,

in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. Notwithstanding anything to the contrary herein contained or as may be directed by the rules and regulations of the State of North Dakota, Grantor is aware that certain trees and brush may be removed from Grantor's property by virtue of the revised route of Grantee's proposed pipeline, Grantor hereby elects and directs that Grantee not replant any trees or brush anywhere on Grantor's property.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this

Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 23rd day of Jan., 2016.

GRANTOR:

Leslie C. Bean

Leslie C. Bean

ACKNOWLEDGMENT

State of ARIZONA)
)ss
County of MARICOPA)

BEFORE ME, the undersigned authority, on this day personally appeared LESLIE C BEAN, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of JANUARY, 2016.

KIMBERLEY S. ROTH
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 9, 2019

Notary Public

My Commission Expires: JAN 09 2019

EXECUTED this 23 day of Jan, 2016.

GRANTOR:

Marla R Bean

Marla R. Bean

ACKNOWLEDGMENT

State of Arizona)
)ss
County of Maricopa)

BEFORE ME, the undersigned authority, on this day personally appeared Marla R Bean, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of January, 2016.

KIMBERLEY S. ROTH
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 8, 2019

Notary Public

My Commission Expires: Jan 8 2019

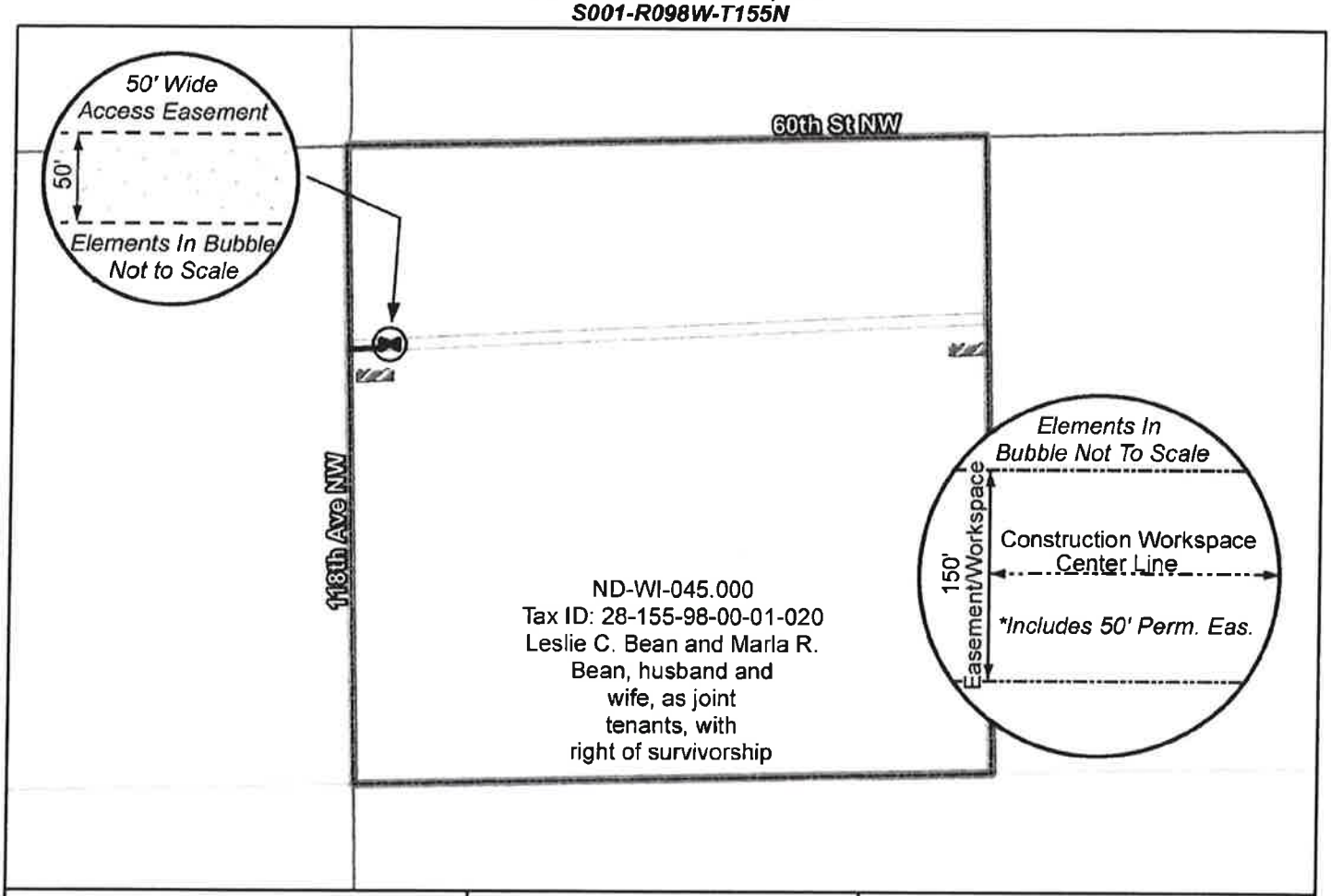
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Exhibit A

WILLIAMS COUNTY, ND

S001-R098W-T155N



ROW Length: 2636.36 Ft. = 159.78 Rods
Proposed Permanent Easement: 3.03 Ac.
Temp Easement/ Workspace: 6.05 Ac.
Add Temp Easement/Workspace: 0.35 Ac.
50' Wide Access Easement Ln: 124.87 Ft.
Valve Site: 0.09 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Leslie C. Bean and Marla R. Bean, husband and wife, as joint tenants, with

Tract No.: ND-WI-045.000

- Mainline Valve Site
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

LCB MRB
Landowner Initials

Date Exported: Wednesday, November 11, 2015 9:33:09 AM

819107
Page: 1 of 10
2/16/2016 9:30 AM
WILLIAMS COUNTY, ND EAS $37.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-046.000
PARCEL ID: 28155980002030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 1-14-16, 2016, is between **Kurt A. Wheeler, a/k/a Kurt Alan Wheeler**, whose mailing address is **5422 99th Place Northeast, Unit B, Marysville, WA 98270-5200** hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is **1300 Main Street, Houston, Texas 77002**, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"). The Pipeline Easement and the Temporary Construction Easement (collectively, the "Easements") are being granted and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of (in connection with maintenance or repair), relocating (in connection with maintenance or repair) and changing the route or routes of (in connection with maintenance or repair), abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities (as described in this Agreement), within the boundaries of the Easements on land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

SEE "EXHIBIT A"

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement and Temporary Construction Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement

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to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing(in connection with maintenance or repair) installing, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of (in connection with maintenance or repair), abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement at fence lines and property lines when reasonable to do so) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access to the Pipeline Easement and Temporary Construction Easement (while in effect) within the boundaries of the Easements on the Grantor's Property for all purposes necessary to exercise the rights granted to it by this Agreement. If Grantor erects any fences across the Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Pipeline Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property within the boundaries of the Easements during the initial construction of the pipeline. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement and Temporary Construction Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Any payment tendered by Grantee to Grantor as consideration for this agreement does not cover any actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement and Pipeline Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for

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that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

7. Grantor excepts from the Pipeline Easement and reserves to Grantor, rights to farm the Pipeline Easement and to graze livestock thereon; Grantor further reserves the right to build and maintain fences, terraces, power lines, pipelines, and roads across the Pipeline Easement as well as the right to fully use and enjoy the said premises in any manner on the Pipeline Easement for the purposes granted to Grantee. Grantor reserves the right to convey similar rights and privileges to such other persons and at such other times as Grantor may so desire; provided that such additional rights and privileges granted shall be exercised in a reasonable manner so as not to interfere with the rights of Grantee herein.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

10. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement. Grantee agrees that it will make a reasonable effort to remove any and all rocks greater than four inches (4") in diameter uncovered or encountered during the digging process from the surface of the excavated easement. These shall, upon completion of the construction process, be removed from the premises.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement shall be in for a term of ninety nine (99) years, and provisions of this Agreement, including all benefits and burdens, shall run with the land.

15. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

16. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

KAW

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

20. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

EXECUTED this 14 day of January, 2016.

GRANTOR:

Kurt A. Wheeler, also known as
Kurt Alan Wheeler

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF Snohomish)

BEFORE ME, the undersigned authority, on this day personally appeared Kurt A. Wheeler, also known as Kurt Alan Wheeler, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14 day of January, 2016.

Notary Public
State of Washington
Jessica M Culp
Commission Expires 07/25/2019

Notary Public
My Commission Expires: 7-25-19

Exhibit " B"

This Exhibit "B" is attached and made part of the EASEMENT AGREEMENT, the provisions of this Exhibit "B" shall prevail wherever in conflict with the provisions of the EASEMENT AGREEMENT.

1. Grantee covenants and agrees that the use of the pipeline subject to the terms of this easement shall be restricted to the transportation of crude oil and associated byproducts thereof. No other substance shall be transported in said pipeline. Grantee will not allow salt water (other than incidental quantities) or high concentrations of C02 of H2S to pass through the pipe.

2. The additional temporary workspace as indicated in the ROW easement document will be used only to bore roads and at points of intersection. No additional temporary workspace will be allowed without first negotiating with the landowner.

3. All subsoil material removed from the trench will be placed in a stockpile that is separate from the topsoil stockpile. In Backfilling the trench, the stockpiled subsoil material will be placed back in the trench before replacing the topsoil. All of the Right of Way and work space will be cultivated following work. The subject land will be restored and remediated to as near original productivity and condition as reasonably possible after completion of work.

4. "Non-use" as such term is used herein shall be defined as the point in time when Grantee, or its assigns, no longer maintains the pipeline for operations in accordance with 49 CFR 195. In the event of non-use, except any period of non-use caused by reason of governmental regulations, force majeure, and other causes beyond Grantee's reasonable control, or be permanently abandoned for such purposes, or in the event any rights acquired by Grantee hereunder should be used for any purpose not specifically granted herein, then in any such event, all rights acquired by Grantee hereunder shall, at the option of Grantor, cease and terminate.

5. Except in emergency conditions, Grantee shall attempt to provide a minimum of forty-eight (48) hour notice prior to the entry upon Grantor's property. Acknowledgement of receipt of notice is not necessary prior to the entry upon Grantor's property. Grantee agrees to exit Grantor's property on a one-time basis from 6:00 p.m. to 6:00 a.m. to allow Grantor's contractor to spray for weeds during such one night period. Grantor agrees to provide notice to Grantee no less than one week prior to such period.

CA SMF

KAW

EXHIBIT "B" - Continued

6. The rights of Grantee hereunder may be sold, assigned, or leased in whole or in part, by Grantee at any time. Grantor will be notified in writing if the Easement rights are sold, assigned, or leased. This Agreement and the benefits and obligations herein contained shall run with the land and shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, personal representatives, and successors and assigns of Grantor and Grantee.

7. Grantee shall cause surplus material, equipment, skids, trash, litter and miscellaneous debris from the construction activity to be removed and properly disposed of during final clean-up and restoration.

8. It is specifically understood that the Grantor is granting an easement only herein described, and that among all other rights retained by the Grantor, the Grantor, his heirs, successors, and assigns, shall have the right to construction roadways, sewer lines, water mains, and any other public utilities across said strip of lands, said improvements to be so constructed as not to interfere with Grantee's exercise of the rights herein granted. Grantor shall notify Grantee in advance of such construction.

9. During construction activity, Grantee will construct a temporary ditch crossover sufficient to permit Grantor's vehicles and farm equipment to cross over the trench at a reasonable location designated by Grantor or his/her tenant, so long as Grantor provides Grantee with such location for this crossing prior to construction commencing on Grantor's land.

CA

10. If Grantor's fence is cut during construction, posts will be installed to brace the areas on either side of the cut. Temporary gates will be installed, as necessary. Grantee shall cause any existing fences damages by the construction, operation, inspection, repair maintenance, replacement or removal of pipeline, to be repaired, as near as practicable, to their condition prior to such activity.

11. Grantee shall cause no above-ground appurtenances to be constructed on this easement, with the exception of mandatory safety, otherwise deemed necessary for the safe operation of the pipeline, including, cathodic test leads and pipeline markers which, when reasonably possible, will be placed in fence lines, property lines and road right-of-way lines on the property. All environmental, survey and construction stakes shall all be wood lathes. There shall not be any metal or steel markers of any type on Grantor's property except at fence and property lines. All wood flags and survey markers shall be removed after construction. When surveying, only ATV or walking will be allowed.

KAW

EXHIBIT "B" - Continued

12. Only the prairie shall be reseeded with a grass mixture free of alfalfa seed. If the reseeding does not result in a good stand of grass, the Grantee shall continue to reseed as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full until a good stand of grass has been established.

CA

SMF

13. The final location of the pipeline depicted in Exhibit A shall not deviate more than 25' without Grantor's written consent. Grantee agrees to consult with the Grantor and to stake the route of the pipeline and to communicate with Grantor as to the proposed route of the pipeline prior to the initial construction of the pipeline.

14. This agreement and easement is for one (1) pipeline only. During the construction phase, the temporary easement area shall have a width of one hundred (100) feet along with any such additional areas depicted in Exhibit A. After said initial construction phase, the permanent easement area shall have a total width of fifty (50) feet.

15. In the event GRANTOR, GRANTOR's tenants or contractors or any of their respective employees (collective the "GRANTOR Personnel"), during farming operations, traverse a sinkhole on the lands subject to the permanent right of way under the ROW Agreement, and such sinkhole is the result of GRANTEE installing pipeline(s) on such lands, then if any equipment is damaged or any GRANTOR Personnel are injured or killed during such operations by reason of traversing such sinkhole, GRANTEE shall be responsible for such damages, injuries or deaths, as applicable, and shall defend, indemnify and hold harmless GRANTOR from any claims by the other GRANTOR Personnel resulting there from, UNLESS such damage, injury, death or claims result from or are attributable to the negligence, willful misconduct or malicious acts of the GRANTOR, any personnel or any of their respective agents, representatives or invitees, in which event GRANTEE shall not be responsible for any such damages, injuries, deaths or claims".

16. Grantee agrees that this Right of Way is subject to all existing lease agreements filed of record on said property.

17. Grantee agrees to respond in a timely manner to all emergency situations on the lands of the Grantor, its heirs, successors and/or assigns, including all spills, leaks, personal

EXHIBIT "B" - Continued

KAW

injury and equipment damage caused by the failure of the Grantees facilities. Any required clean up and/or remediation, pursuant to this clause, shall be performed as to support existing plant life on the lands described herein.

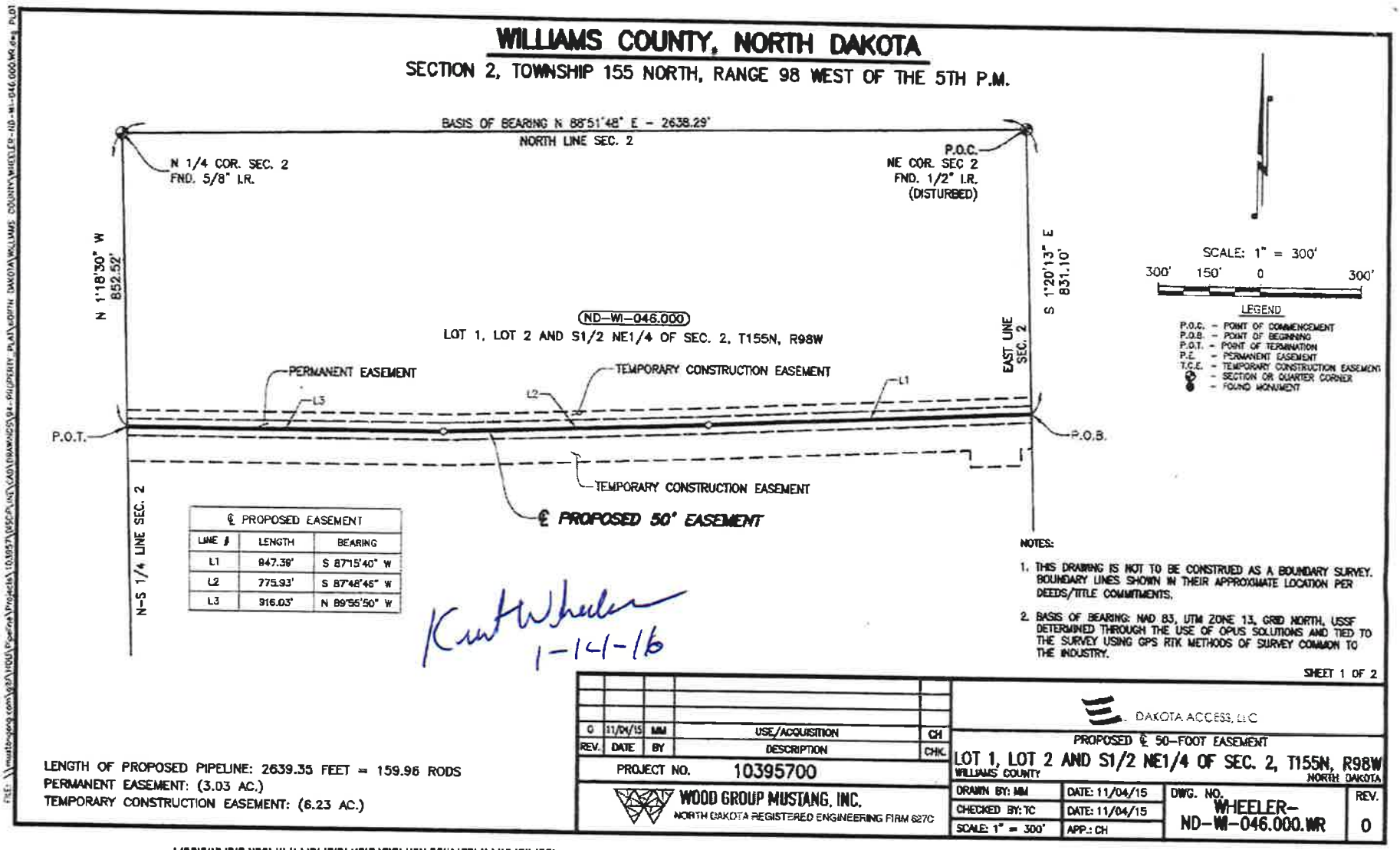
18. **GRANTEE'S INGRESS AND EGRESS ON THE PROPERTY OF THE GRANTOR IS LIMITED TO WITHIN THE BOUNDARIES OF THE PIPELINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT (WHILE IN EFFECT).**

GRANTOR

Kurt Wheeler

Kurt A. Wheeler, also known as
Kurt Alan Wheeler

Exhibit 3



℄ PROPOSED EASEMENT		
LINE #	LENGTH	BEARING
L1	847.39'	S 87°15'40" W
L2	775.93'	S 87°48'46" W
L3	916.03'	N 89°55'50" W

Kurt Wheeler
1-14-16

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

SHEET 1 OF 2

LENGTH OF PROPOSED PIPELINE: 2639.35 FEET = 159.96 RODS
PERMANENT EASEMENT: (3.03 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (6.23 AC.)

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/04/15	MM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6270

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
LOT 1, LOT 2 AND S1/2 NE1/4 OF SEC. 2, T155N, R98W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 11/04/15	DWG. NO. WHEELER-ND-WI-046.000.WR	REV. 0
CHECKED BY: TC	DATE: 11/04/15		
SCALE: 1" = 300'	APP.: CH		

FILE: \\mustangeng.com\gis\HOU\Projects\10395700\GIS\PLAT\DAKOTA\WILLIAMS COUNTY\WHEELER-ND-WI-046.000.WR.dwg PLOT DATE:

819107
Page: 9 of 10
2/16/2016 9:30 AM
WILLIAMS COUNTY, ND
EAS $37.00

TREASURER/RECORDER WILLIAMS SEAL COUNTY STATE OF NORTH DAKOTA

804891
Page: 1 of 7
4/21/2015 3:39 PM
WILLIAMS COUNTY, ND
EAS $28.00

COUNTY RECORDER, WILLIAMS COUNTY, ND 4/21/2015 3:39 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by Jen Olson / Deputy 804891

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-047.000
PARCEL ID: 28-155-98-00-02-040
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated March 13th, 2015, is between **Leslie C. Bean and Marla R. Bean, husband and wife, as tenants in common**; whose mailing address is **13251 A Highway 1804, Williston, ND 58801** hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), (iii) access easements not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement and not to exceed fifty feet (50') in width for access to and from the below described surface site ("Access Easement"), and (iv) a fifty foot by seventy five foot (50' x 75') surface site, such surface site to be used for valves, risers, meters, pumps, electric facilities and lines, and associated pipeline facilities and the Access Easement(s) to be for ingress and egress, power lines and electric transmission or generation lines as may be needed to supply power to the facilities located on the surface site. The Pipeline Easement, the Temporary Construction Easement, and the Access Easement and the surface site (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160.12 acres of land, more or less, being situated in the S/2NW/4, Lots 3 & 4 of Section 2, Township 155 North, Range 98 West, Williams County, North Dakota, as described in that certain Warranty Deed dated February 22, 2007, from Joan Wolff, a single person, to Leslie C.

Bean and Marla R. Bean, as tenants in common and not as joint tenants, recorded under Instrument Number 643407, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement and the surface site. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee may supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement and the surface site. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement and the surface site shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances and above or below ground powerlines (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement, and the surface site and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. Grantee shall have the right to install gates and fencing around the surface site.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1.

If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement and the surface site. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements

which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 13 day of March, 2015.

GRANTOR:

Leslie C. Bean

Leslie C. Bean

ACKNOWLEDGMENT

(Individual)

State of Arizona)
)ss
County of Maricopa)

BEFORE ME, the undersigned authority, on this day personally appeared Leslie C. Bean, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of March, 2015.

BRAD A KINDSFATHER
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
September 17, 2015

Notary Public

My Commission Expires: 9.17.15

EXECUTED this 13 day of March, 2015.

GRANTOR:

Marla R Bean

Marla R. Bean

ACKNOWLEDGMENT

(Individual)

State of Arizona)
)ss
County of Maricopa)

BEFORE ME, the undersigned authority, on this day personally appeared Marla R. Bean, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of March, 2015.

BRAD A KINDSFATHER
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
September 17, 2015

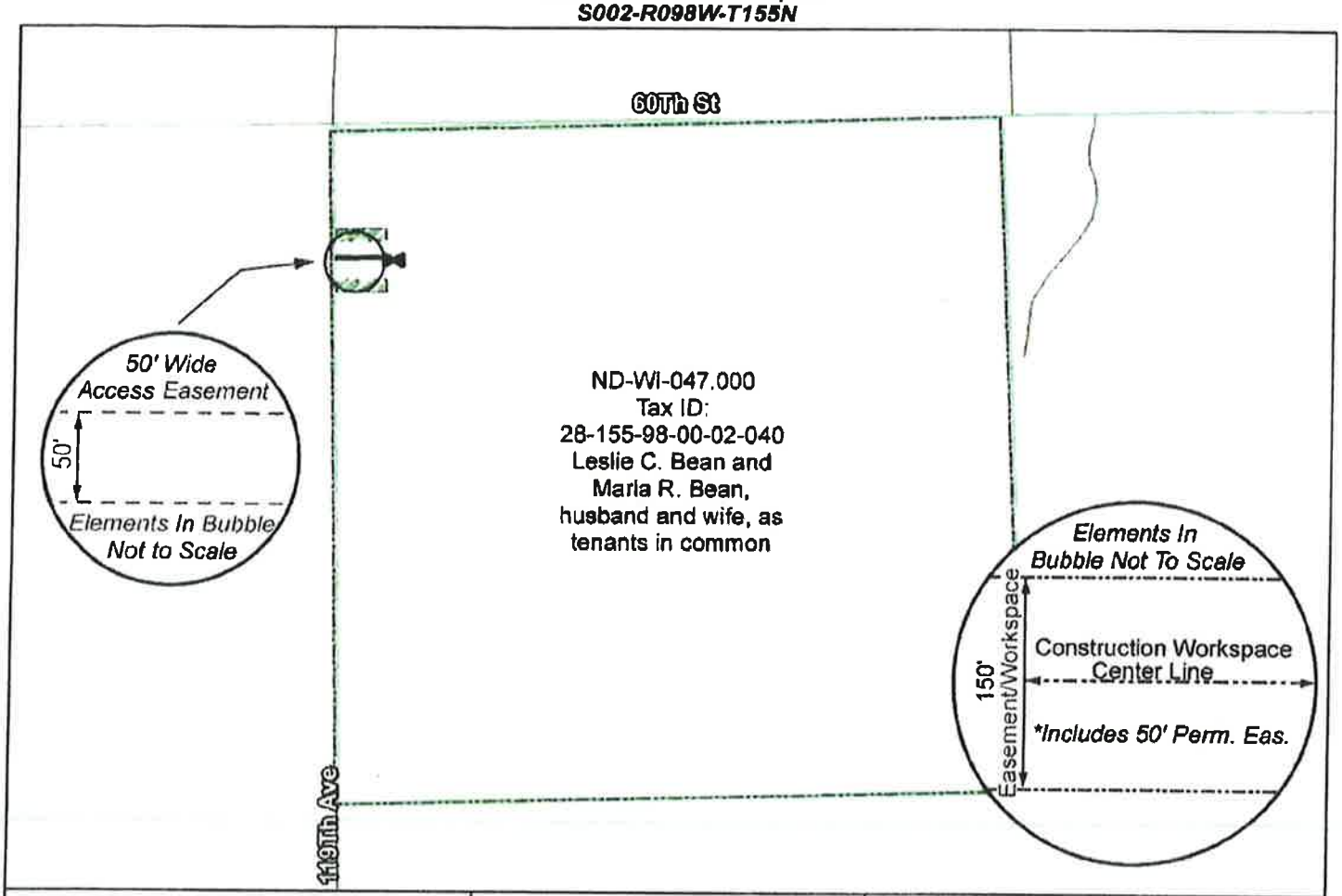
Notary Public

My Commission Expires: 9/17/15

Exhibit A

WILLIAMS COUNTY, ND

S002-R098W-T155N



ROW Length: 2713.44 Ft. = 164.45 Rods
Proposed Permanent Easement: 3.14 Ac.
Temp Easement/ Workspace: 6.23 Ac.
Add Temp Easement/ Workspace: 0.46 Ac.
50' Wide Access Easement Ln: 185.73 Ft.
25' Wide Access Easement Ln: Ft.
Valve Site: 0.09 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Leslie C. Bean and Marla R. Bean, husband and wife, as tenants in common

Tract No.: ND-WI-047.000

- Mainline Valve Site
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Wednesday, February 25, 2015 10:57:22 AM

EXHIBIT H-2(d)

Reroute Location 28

806380
Page: 1 of 8
5/18/2015 3:44 PM
WILLIAMS COUNTY, ND
EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-052.000, 053.000
PARCEL ID: 28155980004030, 28155980005030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated April 6, 2015, is between **Brian K. Johnson,** whose mailing address is **5626 119th Avenue Northwest, Ray, ND 58849-9217,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 317.88 acres of land, more or less, situated in the S/2NW/4, Lots 3 & 4 of Section 4 and the S/2NE/4, Lots 1 & 2 of Section 5, Township 155 North, Range 98 West, Williams County, North Dakota, as described in that certain Warranty Deed dated June 20, 1996, from Phyllis Ann Conyers, a/k/a Phyllis A. Conyers and Michael Conyers, her husband, to Brian K. Johnson, recorded under Instrument Number 565434, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees to commence construction of its pipeline no later than five (5) years from the date of this Easement Agreement is executed; failure to so commence construction of the pipeline will result in easement termination unless the parties renegotiate the terms prior to the date of termination.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the

Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

EXECUTED this 6th day of April, 2015.

GRANTOR:

Brian K. Johnson

Brian K. Johnson

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Brian K. Johnson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th day of April, 2015.

Dan Walters

Notary Public

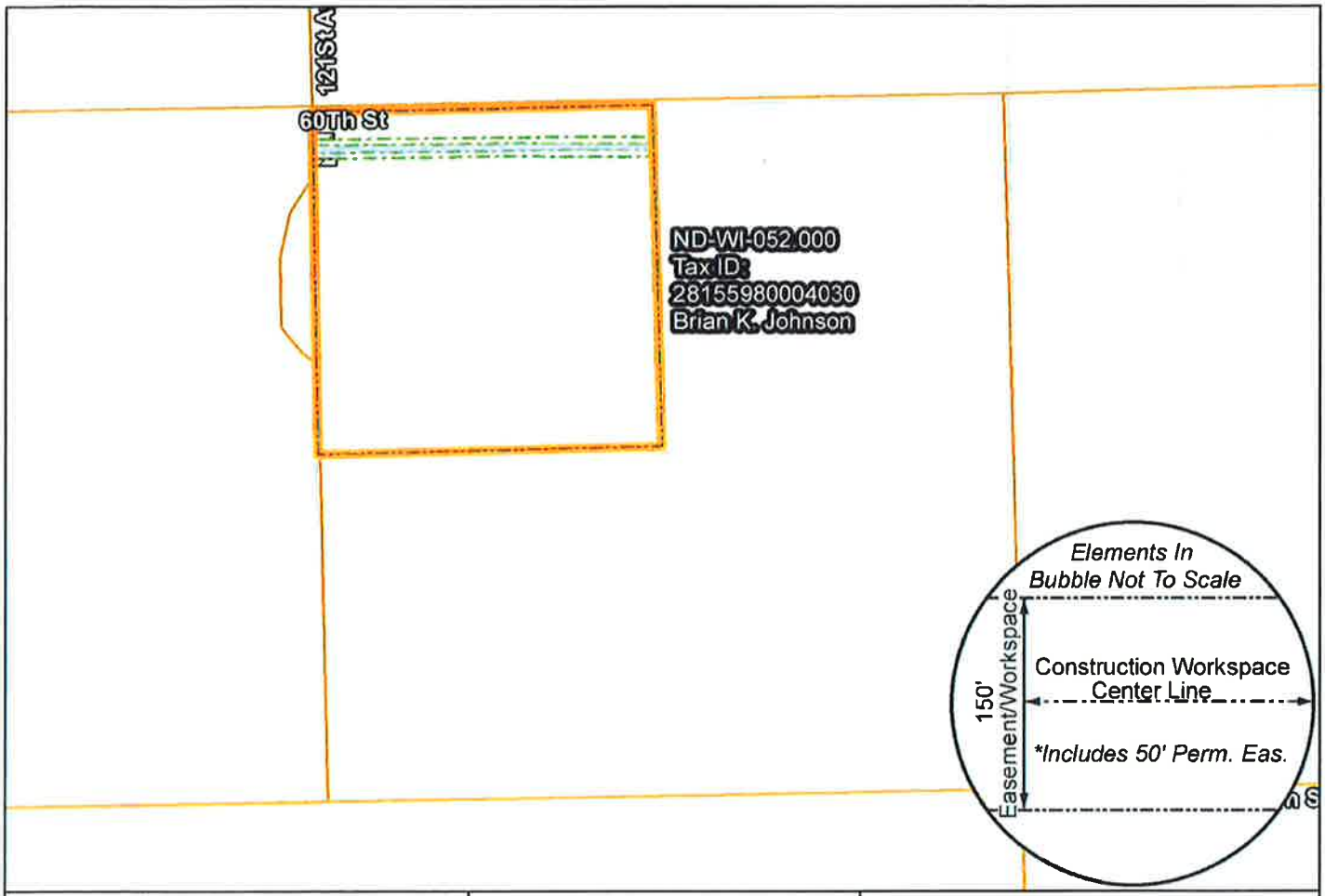
My Commission Expires: December 17, 2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

806380
Page: 6 of 8
5/18/2015 3:44 PM
WILLIAMS COUNTY, ND
EAS $31.00

Exhibit A

WILLIAMS COUNTY, ND
S004-R98W-T155N



ROW Length: 2574.12 Ft. = 156.01 Rods
Proposed Permanent Easement: 2.95 Ac.
Temp Easement/ Workspace: 5.91 Ac.
Add Temp Easement/ Workspace: 0.38 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 500 1,000 2,000 Feet

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Brian K. Johnson

Tract No.: ND-WI-052.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace
Adjacent Property Boundaries

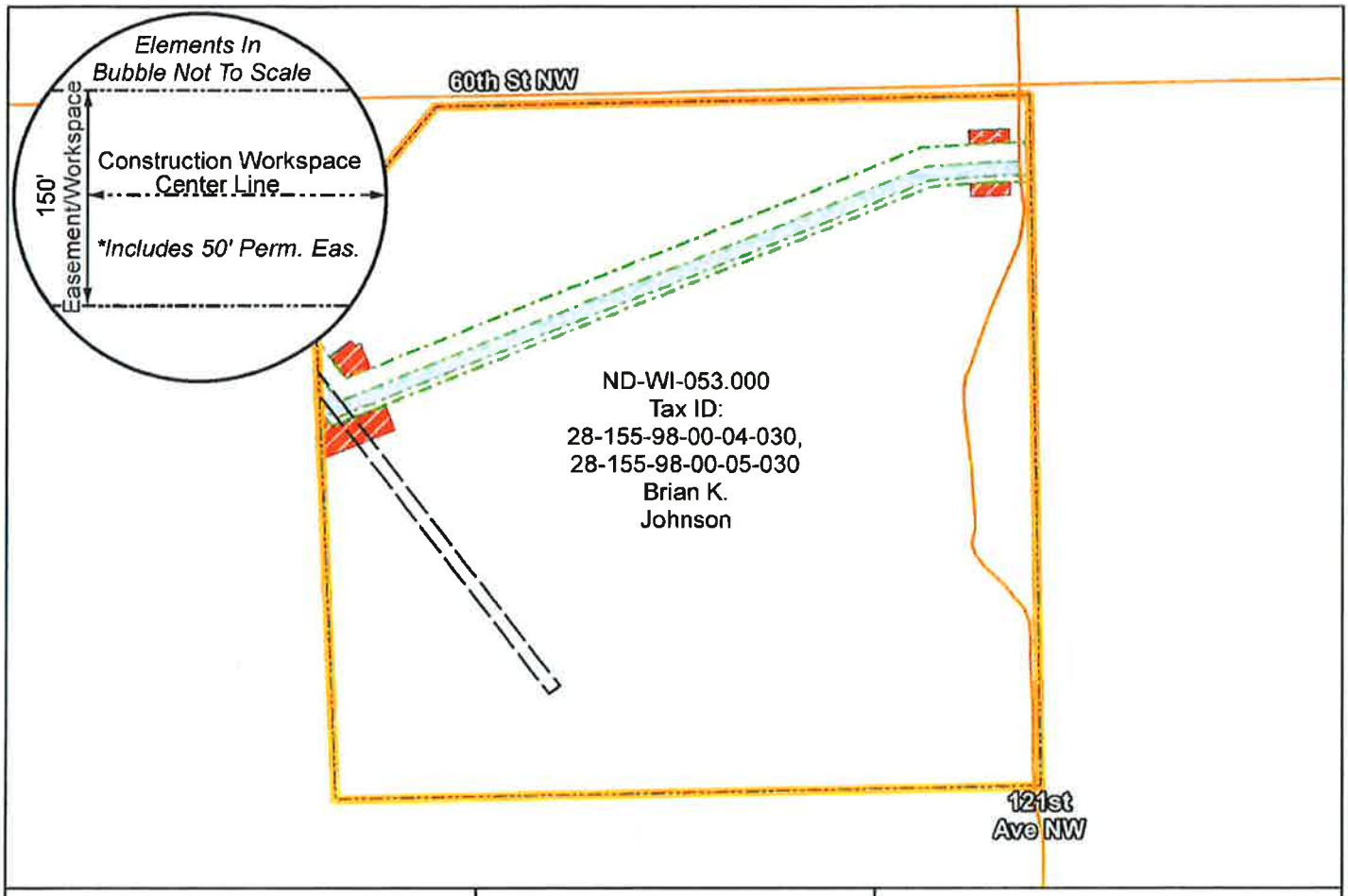
Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

BKJ

Date Exported: Monday, October 27, 2014 11:27:19 AM

Exhibit A

WILLIAMS COUNTY, ND
S005-R098W-T155N



ROW Length: 2883.9 Ft. = 174.78 Rods
Proposed Permanent Easement: 3.31 Ac.
Temp Easement/ Workspace: 6.65 Ac.
Add Temp Easement/ Workspace: 1.33 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Brian K. Johnson

Tract No.: ND-WI-053.000

- HDD Workspace
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

BKJ
Landowner Initials

Date Exported: Thursday, March 12, 2015 4:08:12 PM

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Page: 8 of 8
5/18/2015 3:44 PM
WILLIAMS COUNTY, ND
EAS $31.00

COUNTY RECORDER, WILLIAMS COUNTY, ND
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
5/18/2015 3:44 PM
by
806380

TREASURER/RECORDER WILLIAMS COUNTY SEAL STATE OF NORTH DAKOTA

807112
Page: 1 of 8
6/3/2015 10:34 AM
EAS $31.00

WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-T-001.000
PARCEL ID: 29156980032040, 29156980032050, 29156980032070
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated April 27, 2015, is between **Daniel A. Garaas and Cindy Garaas, husband and wife, as joint tenants,** whose mailing address is **2114 22nd Street West, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 308.32 acres of land, more or less, situated in the NW1/4 and the SW1/4 of Section 32, Township 156 North, Range 98 West, Williams County, North Dakota, as described in that certain Warranty Deed dated April 10, 2002, from Laverne Jarland, K. Don Jarland, David Jarland, Dickie L. Mohn, Danny L. Mohn, Denice L. Mohn and David L. Mohn, to Daniel A. Garaas and Cindy Garaas, husband and wife, as joint tenants, recorded under Instrument Number 602501, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 27 day of Apr. C, 2015.

GRANTOR:

Daniel A. Garaas

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Daniel A Garaas, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of April, 2015.

Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

EXECUTED this 27th day of April, 2015.

GRANTOR:

Cindy Garaas

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Cindy Garaas, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of April, 2015.

Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

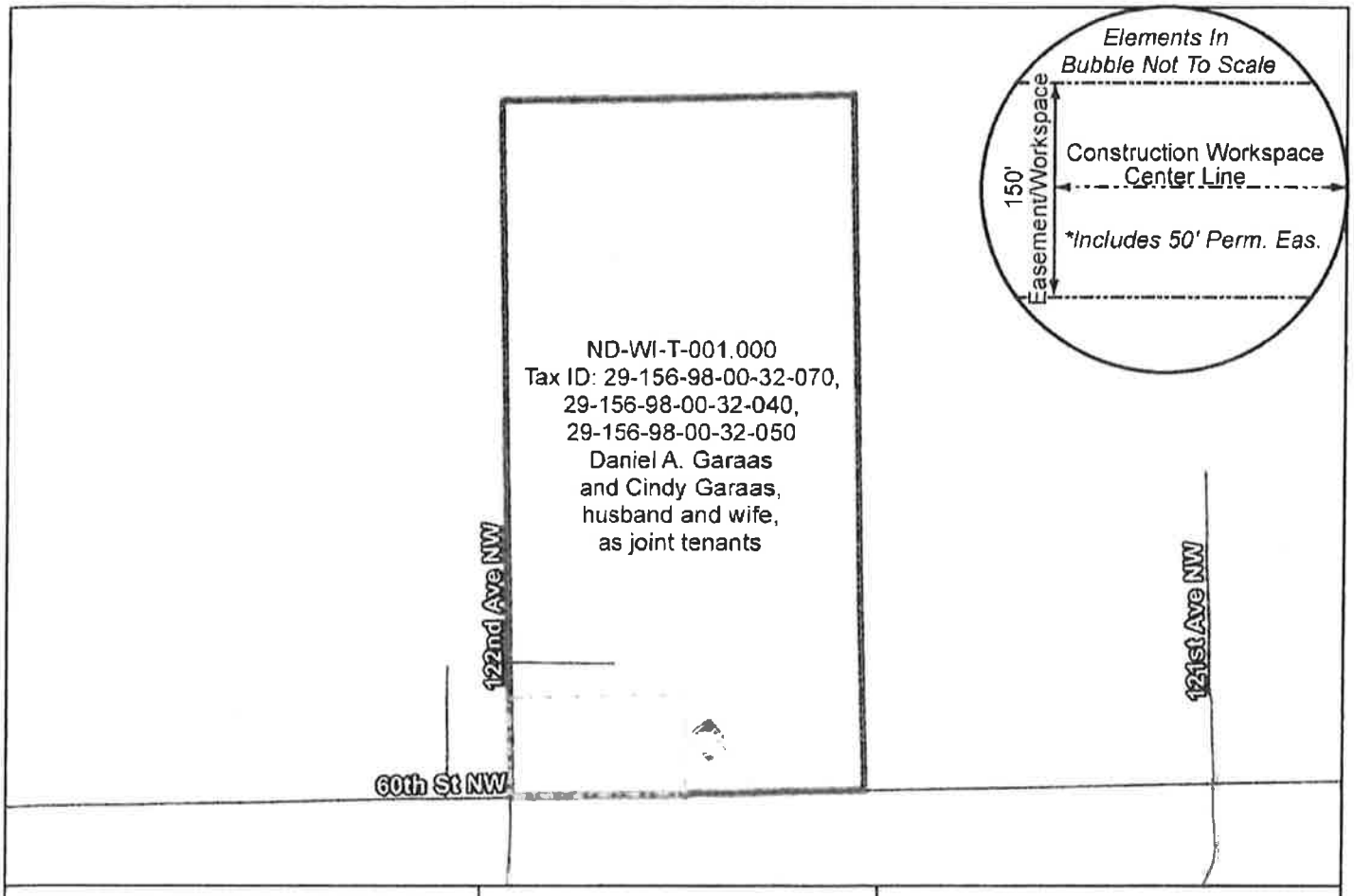
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WILLIAMS COUNTY, ND

Exhibit A

WILLIAMS COUNTY, ND

S032-R098W-T156N



ROW Length: 707.82 Ft. = 42.89 Rods
Proposed Permanent Easement: 0.82 Ac.
Temp Easement/ Workspace: 0.77 Ac.
Add Temp Easement/ Workspace: 0.37 Ac.
Terminal Fee Site: 22.43 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 1,000 2,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across: Daniel A. Garaas and Cindy Garaas, husband and wife, as joint tenants

Tract No.: ND-WI-T-001.000

- Terminal Fee Site
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

DB

Landowner Initials

Date Exported: Wednesday, March 04, 2015 5:38:21 PM

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Page: 1 of 14
3/24/2016 1:15 PM
WILLIAMS COUNTY, ND EAS $59.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-055.300, 058.510, 059.000
PARCEL ID: 28-155-98-00-05-016, 28-155-98-00-06-010, 34-155-99-00-01-030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated March 11, 2016, is between **Crestwood Crude Terminals LLC**, whose mailing address is **801 Cherry Street, Suite 3800, Fort Worth, TX 76102** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement") more particularly described on Exhibit A. The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, installing, replacing, operating, maintaining, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and necessary pipeline markers, cathodic protection test leads, and specific appurtenant facilities (the locations of which have been approved by Grantor and are more particularly described on Exhibit A), in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

Parcel 1: MS14-0147, located within Government Lots 3 and 4 of Section 5, Township 155 North, Range 98 West, 5th P.M., Williams County, North Dakota, more particularly described in a that Warranty Deed dated August 12, 2014 from Dan Garaas and Cindy Garaas, husband and wife, to Crestwood Crude Terminals LLC, recorded under Document Number 791297, in the Office of the County Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Parcel 2: Government Lot 7, Section 06, Township 155 North, Range 98 West, 5th P.M., Williams County, North Dakota, as described in that certain Warranty Deed dated April 26, 2011, from Corey Moen, a single person, to Rangeland Terminals, LLC, recorded under Document Number 710105, in the Office of the County Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Parcel 3: The SE¼ of Section 01, Township 155 North, Range 99 West, 5th P.M., Williams County, North Dakota, as described in that certain Warranty Deed dated April 26, 2011, from Corey Moen, a single person, to Rangeland Terminals, LLC, recorded under Document Number 710105, in the Office of the County Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any. **Should additional workspaces be needed for the construction of the subject pipeline, Grantee will obtain approval of such specific areas from Grantor prior to any disturbance to Grantor's property.**

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey and at, or reasonably near, the location described in Exhibit A, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, installing, operating, maintaining, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width. Any relocation of the Pipeline Easement shall not be made without prior written approval from Grantor.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend six (6) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the six (6) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project so long as said changes do not interfere with Grantor's use of Grantor's Property.

3. Grantee shall also have the non-exclusive right of entry and access, across the Access Easement and the Pipeline Easement only in, to, through, on, over, under, and across the Grantor's Property as necessary to exercise the rights granted to it by this Agreement. In accessing the Access Easement and Pipeline Easement, Grantee shall follow the security protocols of Grantor's facility now in place or as may be amended from time to time. The approximate location of the Access Easement is described on Exhibit A and shall be located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement, Grantor must install a gate and provide Grantee a reasonable means of entry through said gate.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made.

6. Grantee understands and hereby acknowledges that Grantor utilizes Grantor's Property for industrial purposes and Grantee's use of the Easements shall at no time interfere with Grantor's operations and activities thereon. In the event Grantee use of the Easements does interfere with Grantor's operations, Grantor and Grantee shall immediately use good faith efforts to resolve the interference. Should Grantor and Grantee fail to resolve the interference in a timely manner, such interference shall immediately be eliminated upon receipt of notice, written or otherwise, from Grantor. Grantee shall promptly reimburse Grantor for any expense related to any inference, including but not limited to business loss damages. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and consent by Grantee, said consent not to be unreasonably withheld, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and consent, said consent not to be unreasonably withheld, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor, said requirements to be consistent with industry standards.. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written consent of Grantee, said consent not to be unreasonably withheld: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written consent of Grantee, said consent not to be unreasonably withheld. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery tas may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which may endanger or interfere with the safety or operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as to any modifications contemplated under the rights granted in this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall carry and maintain the following minimum insurance coverage throughout the term of this Agreement, with insurance companies having an A.M. Best rating of A-, VIII:

a. Workers' Compensation Insurance (including Occupational Disease Coverage and Alternate Employer Endorsement) to fully comply with all applicable laws of the jurisdiction where operations are performed and Employer's Liability Insurance with a minimum limit of not less than $1,000,000 for each accident.

b. Commercial General Liability Insurance written on an occurrence basis with a minimum combined single limit of not less than $1,000,000 for each occurrence for bodily/personal injury and property damage, including Premises and Operations Coverage, Products & Completed Operations Liability, Personal & Advertising Injury Liability, Property Damage, Independent Contractors Coverage, Deletion of any Underground, Explosion and Collapse Exclusions (X, C & U), sudden and accidental pollution liability, and Contractual Liability insuring the indemnity obligations and liabilities assumed by Grantee under this Agreement.

c. Business Automobile Liability Insurance covering all automotive equipment (whether owned, non-owned or hired by Grantee) with a minimum combined single limit of not less than $1,000,000 each accident for bodily injury and/or property damage. The policy shall include or be endorsed to provide contractual liability coverage.

d. Excess Liability Insurance. Excess Liability Insurance shall be carried by the Grantee providing services for Grantee, in the amount of not less than $5,000,000. The limit of each policy of Excess Liability Insurance shall apply in excess of the underlying liability limits and coverage set forth in Sections 14(a)-(b) above ("primary limits") and serve to increase the primary limits for any one accident or occurrence.

e. Pollution Liability Insurance. Grantee shall maintain Pollution Legal Liability or Contractor's Pollution Liability coverage in an amount not less than $1,000,000 per occurrence throughout the term and for a

minimum of two (2) years after termination. Such insurance shall cover any actual or threatened occurrences caused or contributed to by Grantee with respect to the disposal, transportation, emission, discharge or release of pollutants. The Retroactive Date of this coverage shall be on or before the Effective Date of this Agreement, and be stated on the certificate of insurance by reference or by endorsement attached thereto.

14. All insurance policies required to be carried as set forth above (except Workers' Compensation, and Professional Errors & Omissions Liability coverages), shall be endorsed to name the Grantor as additional insured with respect to Grantee's operations contemplated by this Agreement but only to the extent of the obligations and liabilities assumed by Grantee. Such insurance coverages shall extend to and protect Grantor to the full extent and amount of such coverages, including excess or umbrella insurances, and shall be endorsed to, be primary to and receive no contribution from any other insurance or self-insurance programs in favor of or maintained by or on behalf of or benefitting Grantor. For all insurance policies where an additional insured has been named, such insurance policies shall also contain a separation or severability of interest clause (sometimes called cross liability coverage) so that each insured shall be treated separately under the policy; provided however, that even though such insurance policies shall provide coverage for additional insured persons under this provision, this provision shall not cause any change in the liabilities and obligations assumed under this Agreement.

15. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor.

16. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

17. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

18. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

19. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

20. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 11th day of March, 2016.

GRANTOR:
Crestwood Crude Terminals LLC

By: Robbie R. McDonough

Its: V.P., Land & Government Relations

ACKNOWLEDGMENT

State of Texas)
)ss
County of Harris)

BEFORE ME, the undersigned authority, on this day personally appeared Robbie R. McDonough in his/her capacity as V.P., Land & Government Relations for Crestwood Crude Terminals, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 11th day of March, 2016.

Notary Public

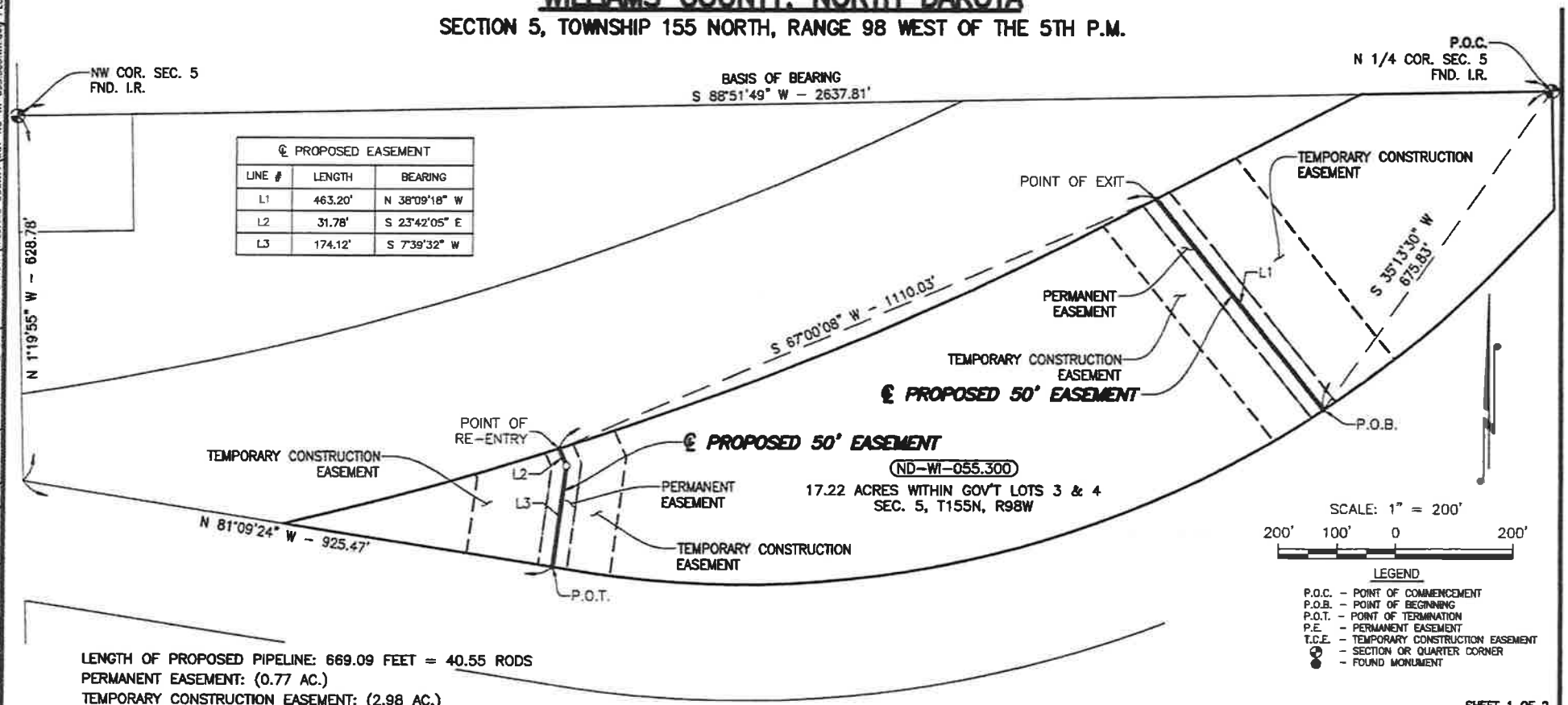
ANGELA LOPEZ
Notary Public, State of Texas
My Commission Expires
August 05, 2017

My Commission Expires: 8/5/2017

WILLIAMS COUNTY, ND

WILLIAMS COUNTY, NORTH DAKOTA

SECTION 5, TOWNSHIP 155 NORTH, RANGE 98 WEST OF THE 5TH P.M.



℄ PROPOSED EASEMENT		
LINE #	LENGTH	BEARING
L1	463.20'	N 38°09'18" W
L2	31.78'	S 23°42'05" E
L3	174.12'	S 7°39'32" W

LEGEND

P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
P.O.T. – POINT OF TERMINATION
P.E. – PERMANENT EASEMENT
T.C.E. – TEMPORARY CONSTRUCTION EASEMENT
– SECTION OR QUARTER CORNER
– FOUND MONUMENT

LENGTH OF PROPOSED PIPELINE: 669.09 FEET = 40.55 RODS
PERMANENT EASEMENT: (0.77 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (2.98 AC.)

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

SHEET 1 OF 2

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/04/15	MM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
17.22 ACRES WITHIN GOV'T LOTS 3 & 4 SEC. 5, T155N, R98W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 11/04/15	DWG. NO.	REV.
CHECKED BY: TC	DATE: 11/04/15	CCT-ND-WI-055.300.WR	0
SCALE: 1" = 200'	APP.: CH		

FILE: \\mustangeng.com\gbl\V01\Pipeline\Projects\10395700\DISCIPLINE\CAD\DRAWINGS\04-PROPERTY_PLAT\NORTH DAKOTA\WILLIAMS COUNTY\CCT-ND-WI-055.300.WR.dwg PLOT DATE: 1

WILLIAMS COUNTY, NORTH DAKOTA

SECTION 1, TOWNSHIP 155 NORTH, RANGE 99 WEST OF THE 5TH P.M.

Commencing at an Iron Rod found at the North 1/4 corner of Section 5; thence S35°13'30"W 675.83 feet to the Point Of Beginning. Thence N38°09'18"W 463.20 feet along the centerline of the permanent easement to a Point of Exit; thence S67°00'08"W 1110.03 feet to a Point of Re-Entry; thence S23°42'05"E 31.76 feet to a point; thence S07°39'32"W 174.12 feet to the Point Of Termination from which an Iron Rod found at the Northwest corner of Section 5, bears N81°09'24"W 925.47 feet and N01°19'55"W 628.78 feet. Said permanent easement contains 0.77 acres, more or less.

SHEET 2 OF 2

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/04/15	MW	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM EC7C

DAKOTA ACCESS, LLC

PROPOSED 1,320-FOOT EASEMENT

17.22 ACRES WITHIN GOVT LOTS 3 & 4 SEC. 5, T155N, R98W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MW	DATE: 11/04/15	DWG. NO.	REV.
CHECKED BY: TC	DATE: 11/04/15	CCT-ND-W-055.300.WR	0
SCALE: N.T.S.	APP.: CH		

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Page: 8 of 14
3/24/2016 1:15 PM
EAS $59.00

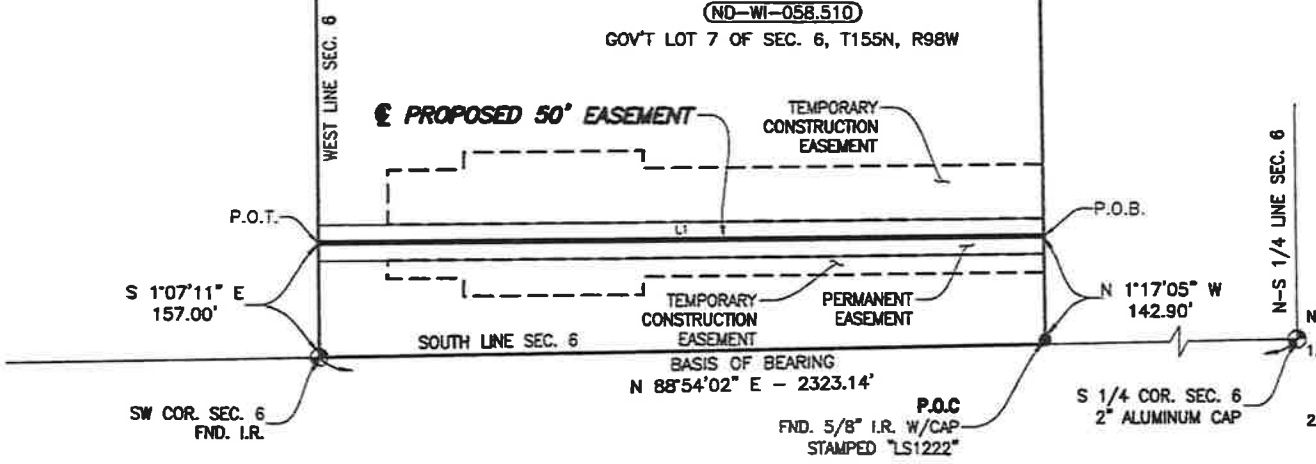
WILLIAMS COUNTY, ND

WILLIAMS COUNTY, NORTH DAKOTA

SECTION 6, TOWNSHIP 155 NORTH, RANGE 98 WEST OF THE 5TH P.M.

EXHIBIT "A"

℄ PROPOSED EASEMENT		
LINE #	LENGTH	BEARING
L1	1003.04'	S 89°21'37" W





SCALE: 1" = 200'

200' 100' 0 200'

LEGEND

P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
P.O.T. – POINT OF TERMINATION
P.E. – PERMANENT EASEMENT
T.C.E. – TEMPORARY CONSTRUCTION EASEMENT
– SECTION OR QUARTER CORNER
– FOUND MONUMENT

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

LENGTH OF PROPOSED PIPELINE: 1003.04 FEET = 60.79 RODS
PERMANENT EASEMENT: (1.15 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (2.37 AC.)

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WILLIAMS COUNTY, ND
EAS $59.00

SHEET 1 OF 2

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/05/15	JTM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6270

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
GOV'T LOT 7 OF SEC. 6, T155N, R98W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 11/05/15	DWG. NO.	REV.
CHECKED BY: TC	DATE: 11/05/15	RT-ND-WI-058.510.WR	0
SCALE: 1" = 200'	APP.: CH		

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WILLIAMS COUNTY, NORTH DAKOTA

SECTION 6, TOWNSHIP 155 NORTH, RANGE 98 WEST OF THE 5TH P.M.

Commencing at an 5/8 inch Iron Rod found on the East property line of Lot 7 ; thence N01°17'05"W 142.90 feet to the Point of Beginning; thence S89°21'37"W 1003.04 feet along the centerline of the permanent easement to the Point of Termination in the west line of said Section 6 from which an Iron Rod found at the Southwest corner of Section 6 bears S01°07'11"E 157.00 feet. Said Permanent Easement contains 1.15 Acres, more or less.

SHEET 2 OF 2

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/05/15	MM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 5070

DAKOTA ACCESS, LLC

PROPOSED 6 50-FOOT EASEMENT
GOVT LOT 7 OF SEC. 6, T155N, R98W
WILLIAMS COUNTY NORTH DAKOTA

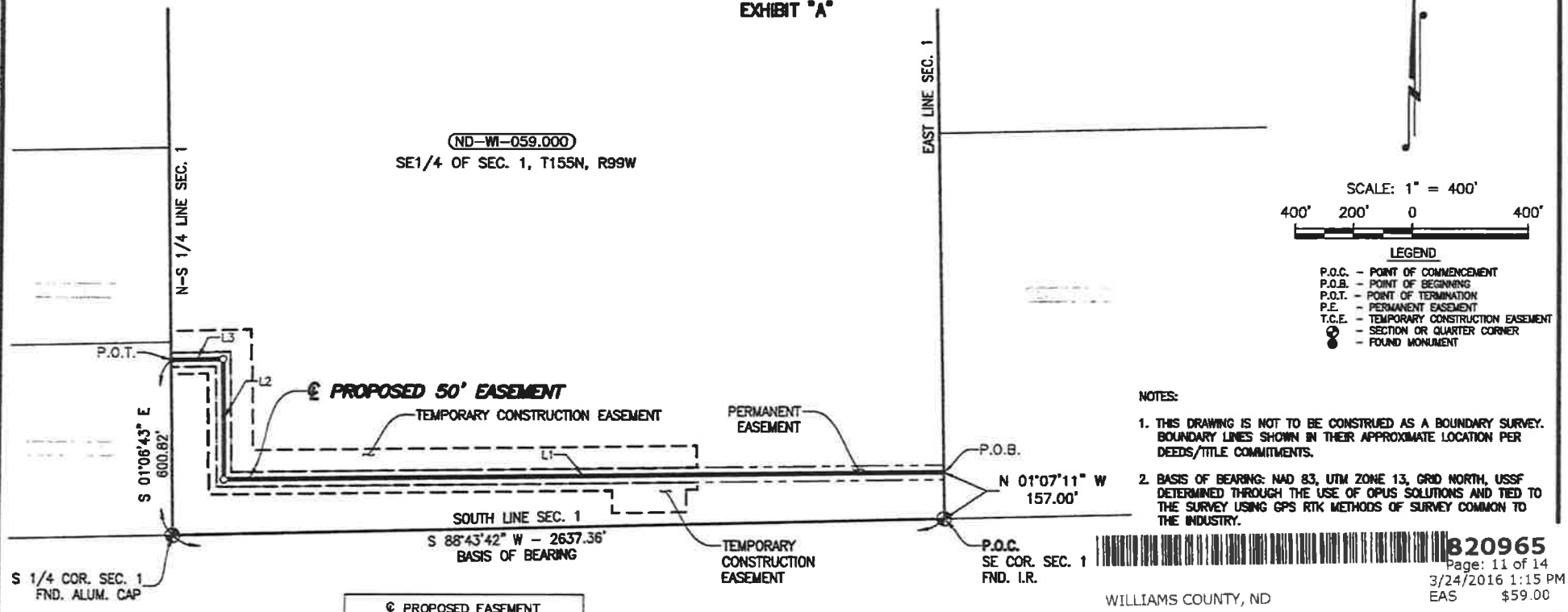
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CHECKED BY: TC	DATE: 11/05/15	RT-ND-WI-058.510.WR	0
SCALE: N.T.S.	APP.: CH		

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EAS $59.00
WILLIAMS COUNTY, ND

WILLIAMS COUNTY, NORTH DAKOTA

SECTION 1, TOWNSHIP 155 NORTH, RANGE 99 WEST OF THE 5TH P.M.

EXHIBIT "A"



NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

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EAS $59.00
WILLIAMS COUNTY, ND

℄ PROPOSED EASEMENT		
LINE #	LENGTH	BEARING
L1	2463.15'	S 89°21'37" W
L2	416.75'	N 00°52'34" W
L3	175.97'	S 88°42'11" W

LENGTH OF PROPOSED PIPELINE: 3055.87 FEET = 185.20 RODS
PERMANENT EASEMENT: (3.51 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (5.51 AC.)

SHEET 1 OF 2

REV.	DATE	BY	DESCRIPTION	CHK.
1	12/02/15	JTM	USE/ACQUISITION	CH
0	11/05/15	MM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6270

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
SE1/4 OF SEC. 1, T155N, R99W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 11/05/15	DWG. NO.	REV.
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SCALE: 1" = 400'	APP.: CH		

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WILLIAMS COUNTY, NORTH DAKOTA

SECTION 1, TOWNSHIP 155 NORTH, RANGE 99 WEST OF THE 5TH P.M.

Commencing at an iron Rod found at the Southeast corner of Section 1; thence N01°07'11"W 157.00 feet along the East line of said Section 1 to the Point of Beginning; thence S89°21'37"W 2463.15 feet along the centerline of the permanent easement to a point; thence N00°52'34"W 416.75 feet to a point; thence S88°42'11"W 175.97 feet to the Point of Termination in the North–South Quarter line of said Section 1 from which an Aluminum Cap found at the South Quarter corner of said Section 1 bears S01°06'43"E 600.82 feet. Said Permanent Easement contains 3.51 Acres, more or less.

SHEET 2 OF 2

REV	DATE	BY	DESCRIPTION	CHK
1	12/02/15	JTM	USE/ACQUISITION	CH
0	11/09/15	MM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM #270

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
SE1/4 OF SEC. 1, T155N, R99W
WILLIAMS COUNTY NORTH DAKOTA

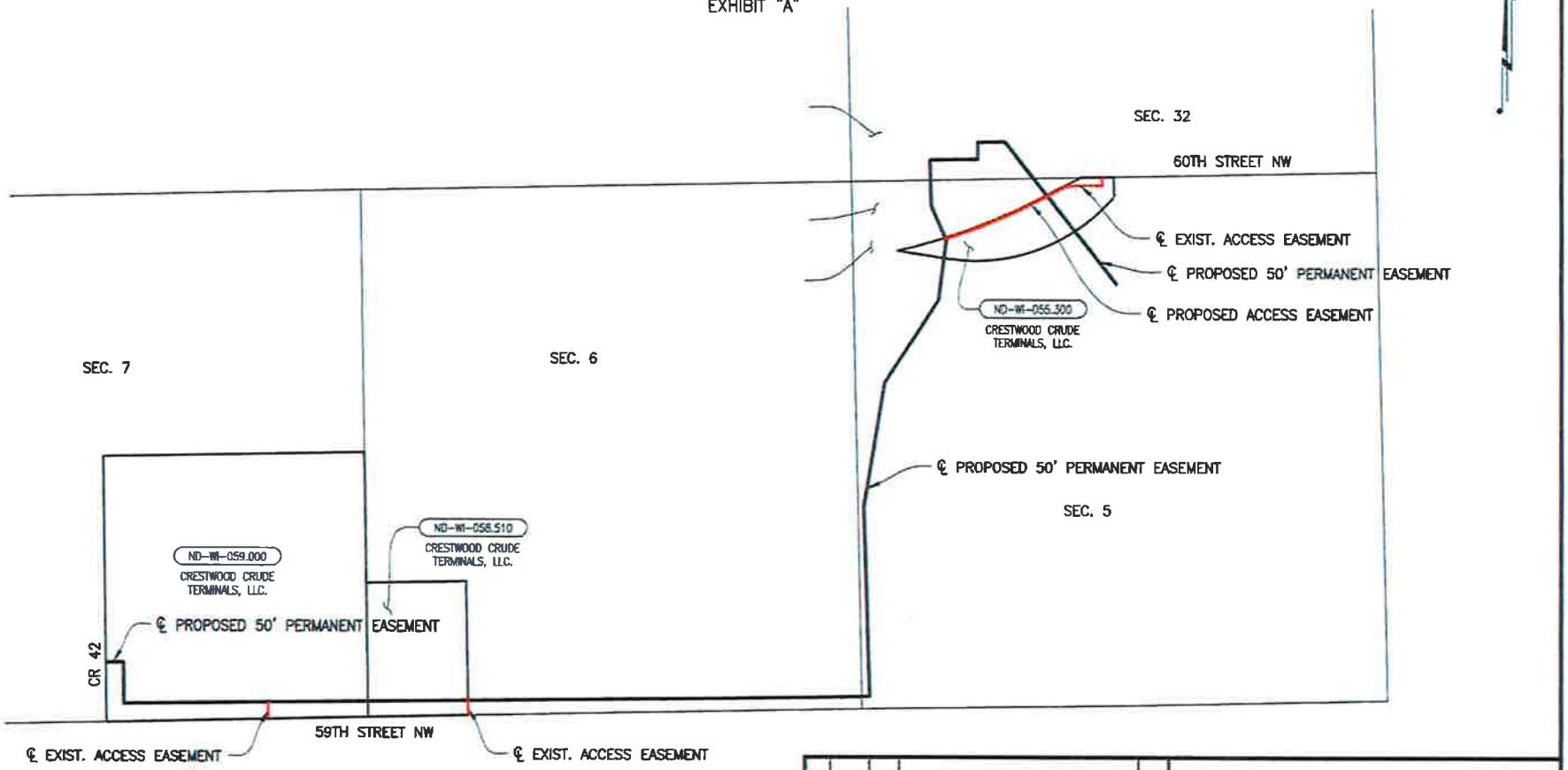
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EAS $59.00
WILLIAMS COUNTY, ND

WILLIAMS COUNTY, NORTH DAKOTA

PROPOSED USE OF EXISTING 25' WIDE ACCESS EASEMENTS

EXHIBIT "A"



Crestwood Approval

Robbie P. McDonough
VP Land & Gov. Relations

SCALE: 1" = 1000'

1000' 0 1000' 2000'

REV.	DATE	BY	DESCRIPTION	CHK.
0	03/16/16	JMH	ISSUED FOR USE/ACQUISITION	CH

PROJECT NO. 103957

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

CRESTWOOD CRUDE TERMINALS, LLC.
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 03/16/16	DWG. NO. CCT-[illegible]	REV. 0
CHECKED BY: JBK	DATE: 03/16/16		
SCALE: 1" = 1000'	APP.: CH		

FILE: R:\Projects\103957\projects\Land\Easements\64-Property_Plat\North Dakota\Williams County\CCT-ND-WI-059.300-059.000-EXHIBIT.dwg PLOT DATE: 3/18/2016 BY: HUMBERSON, JEREMY

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EAS $59.00
WILLIAMS COUNTY, ND

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Page: 1 of 8
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WILLIAMS COUNTY, ND EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-054.000
PARCEL ID: 28155980005018, 28155980005010
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated January 28, 2016, is between **Daniel A. Garaas and Cindy Garaas, husband and wife, as joint tenants,** whose mailing address is **2114 22nd Street West, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 105.53 acres of land, more or less, being MS14-0148, a parcel of land located within Government Lots 3 and 4 of Section 5, Township 155 North (T155N), Range 98 West (R98W), Fifth Principle Meridian (5th P.M.), Williams County, North Dakota, more particularly described in that certain Plat, dated August 4, 2014, by Interstate Engineering, Inc., recorded as Instrument Number 790691, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Parcel 2: S1/2NW1/4 in Section 5, Township 155 North, Range 98 West, Williams County, North Dakota, as described in that certain Warranty Deed dated June 1, 2002, from Laverne Jarland, K. Don Jarland, David Jarland, Dickie L. Mohn, Danny L. Mohn, Denice L. Mohn and David L. Mohn, all dealing in their sole and separate property, Grantors, to Daniel A. Garaas and Cindy Garaas, husband and wife, as joint tenants, Grantees, recorded as Instrument Number 602501, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated April 27, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 807114, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown

on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or

prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 28 day of JAN, 2016.

GRANTOR:

Daniel A. Garaas

ACKNOWLEDGMENT

(Individual)

State of Arizona)
)ss
County of Maricopa)

BEFORE ME, the undersigned authority, on this day personally appeared Daniel Garaas, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28 day of January, 2016.

Michelle Towne
Notary Public

OFFICIAL SEAL
MICHELLE TOWNE
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Sep. 9, 2018

My Commission Expires: 09/09/2018

EXECUTED this 28th day of January, 2016.

GRANTOR:

Cindy Garaas

Cindy Garaas

ACKNOWLEDGMENT

(Individual)

State of Arizona)
)ss
County of Maricopa)

BEFORE ME, the undersigned authority, on this day personally appeared Cindy Garaas, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28 day of January, 2016.

Michelle Towne

Notary Public

My Commission Expires: 09/09/2018

OFFICIAL SEAL
MICHELLE TOWNE
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Sep. 9, 2018

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Page: 6 of 8
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EAS $31.00

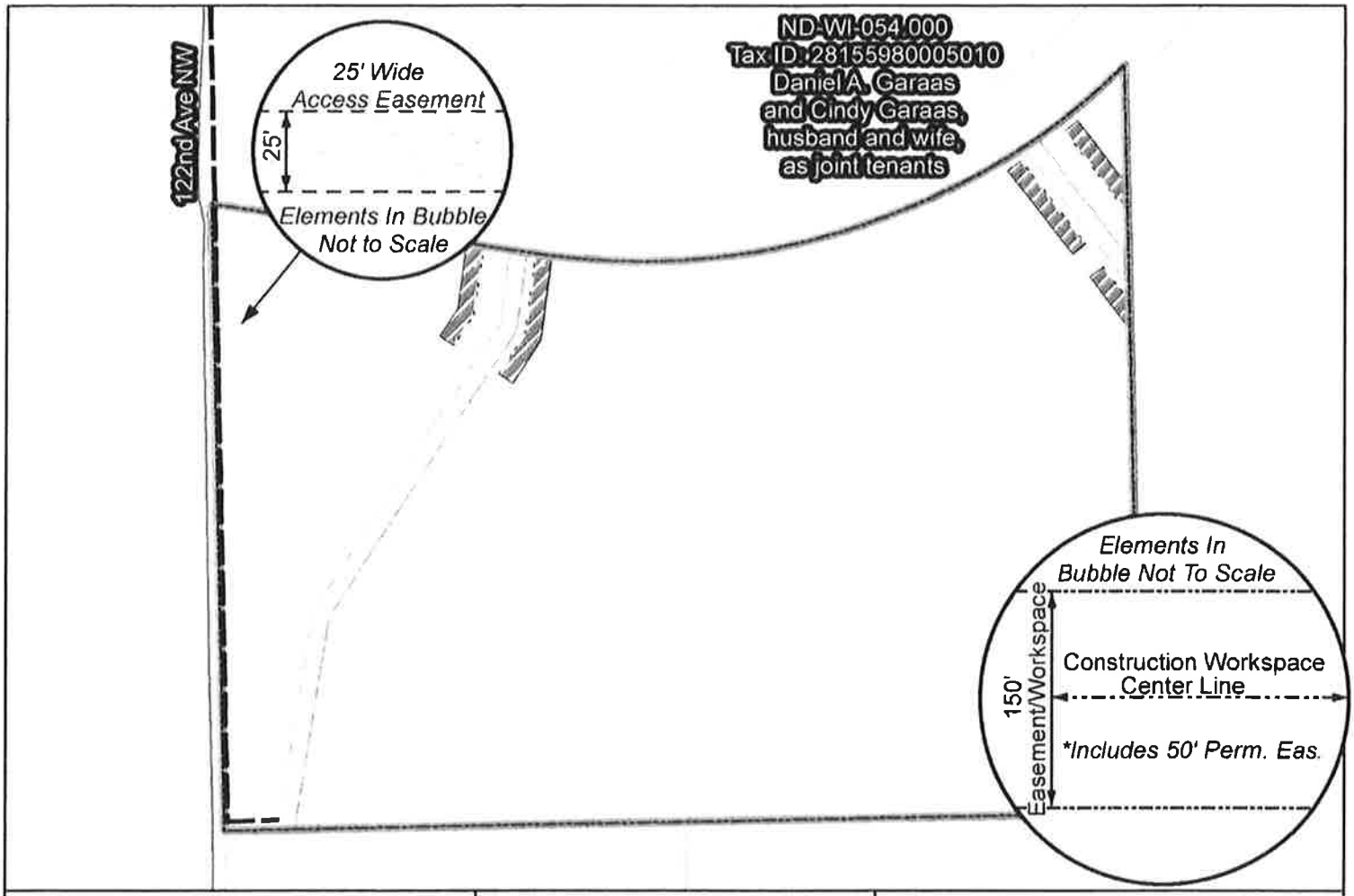
WILLIAMS COUNTY, ND

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Page: 7 of 8
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WILLIAMS COUNTY, ND EAS $31.00

Exhibit A

WILLIAMS COUNTY, ND

S005-R098W-T155N



ROW Length: 2305.97 Ft. = 139.76 Rods
Proposed Permanent Easement: 2.65 Ac.
Temp Easement/ Workspace: 5.19 Ac.
Add Temp Easement/Workspace: 1.62 Ac.
25' Wide Access Easement Ln: 1922.59 Ft.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Daniel A. Garaas and Cindy Garaas, husband and wife, as joint tenants

Tract No.: ND-WI-054.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Friday, October 30, 2015 4:30:05 PM

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Page: 1 of 7
5/18/2015 3:44 PM
WILLIAMS COUNTY, ND
EAS $28.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-055.510
PARCEL ID: 28155980005060
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated April 28, 2015, is between **Estate of Jeannine D. Cote, Dakota Community Bank and Trust Company, Personal Representative,** whose mailing address is **919 South 7th Street, Bismarck, ND 58504,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 80 acres of land, more or less, situated in the West half of the Southwest Quarter (W1/2SW1/4), of Section 5, Township 155 North of Range 98 West in Williams County, North Dakota and as more particular described in Personal Representative Deed of Distribution dated August 27, 2009 from First National Bank & Trust Co. of Williston and Jeannine D. Cote, as Co-Personal Representatives of the Estate of Darryl J. Cote, deceased, recorded on September 9, 2009 in Recorder's Instrument No. 673310 in Williams County Recorder's Office, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 28th day of April, 2015.

GRANTOR:

Dakota Community Bank and Trust Company
By: CMBeiswanger, Personal Representative

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Burleigh)

BEFORE ME, the undersigned authority, on this day personally appeared Carol Beiswanger, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28th day of April, 2015.

Brenda K Kraft
Notary Public

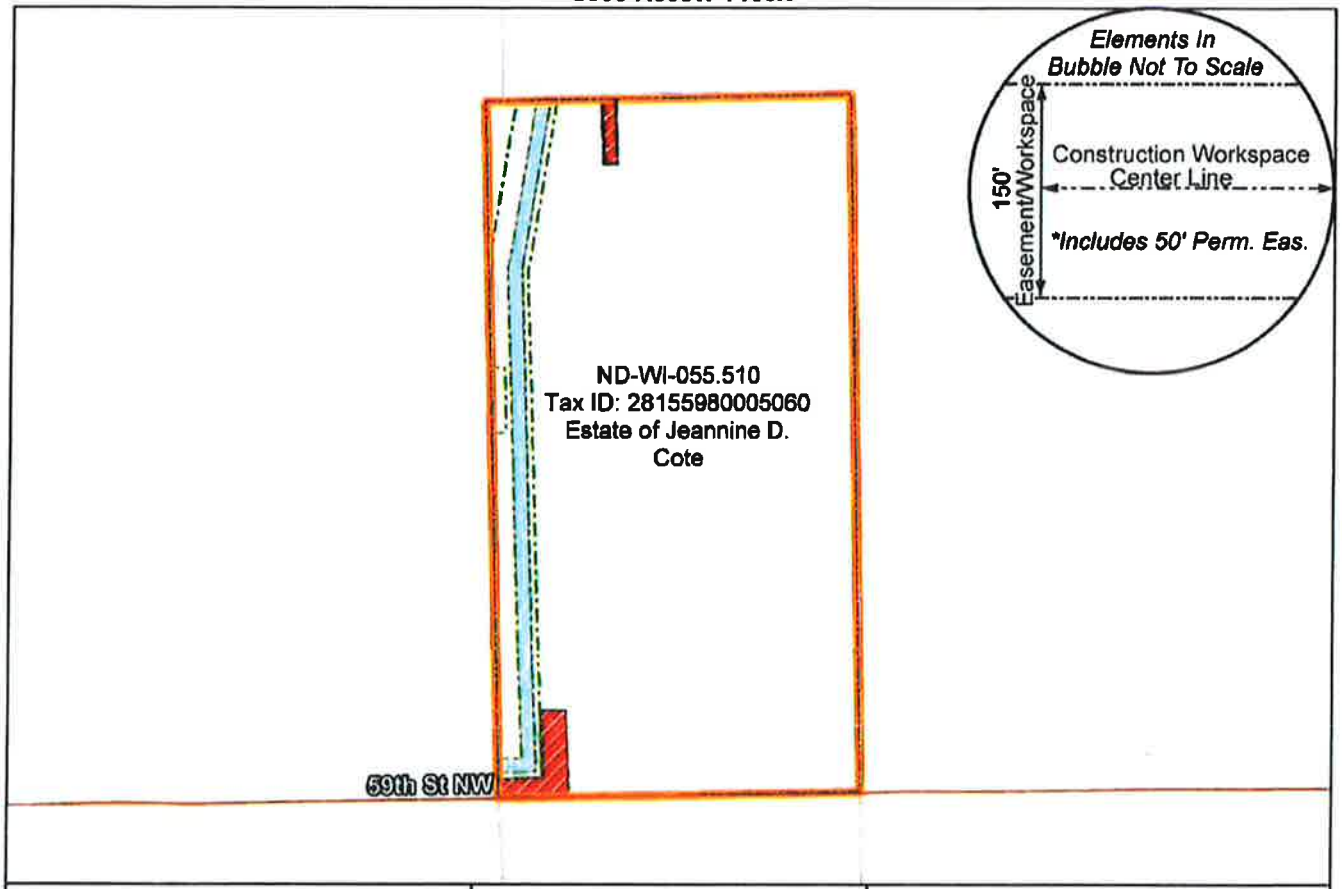
BRENDA K. KRAFT
Notary Public
State of North Dakota
My Commission Expires Sept. 2, 2017

My Commission Expires:_____

Exhibit A

WILLIAMS COUNTY, ND

S005-R098W-T155N



ROW Length: 2637.47 Ft. = 159.85 Rods
Proposed Permanent Easement: 3.03 Ac.
Temp Easement/ Workspace: 5.6 Ac.
Add Temp Easement/ Workspace: 1.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Estate of Jeannine D. Cote

Tract No.: ND-WI-055.510

- HDD Workspace
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials _____

Date Exported: Friday, March 20, 2015 9:56:06 AM

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Page: 7 of 7
5/18/2015 3:44 PM
EAS $28.00

WILLIAMS COUNTY, ND

COUNTY RECORDER, WILLIAMS COUNTY, ND 5/18/2015 3:44 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by Terri Berdahl Deputy **806379**



EXHIBIT H-2(e)

Reroute Location 31

808110
Page: 1 of 10
6/22/2015 2:47 PM
WILLIAMS COUNTY, ND EAS $37.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-085.000, 086.000
PARCEL ID: 40155000012040, 40155000012050
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated June 3rd, 2015, is between **Dennis L. Bellet and Diane M. Bellet, husband and wife, Life Estate, Michael D. Bellet, Remainderman,** whose mailing address is **5827 129th Avenue Northwest, Epping, ND 58843-9718,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 240 acres of land, more or less, situated in the N1/2SE1/4, NE1/4SW1/4, SE1/4NW1/4, NW1/4SW1/4 and the SW1/4NW1/4 of Section 12, Township 155 North, Range 100 West, Williams County, North Dakota as described in that certain Quit Claim Life Estate Deed dated August 3, 2009 from Dennis L. Bellet and Diane M. Bellet, husband and wife, and as Life Tenants to Michael D. Bellet, as Remainderman recorded under Clerk's File Number 671452, Official Public Records, Williams County, North Dakota.

Reference is here made to that certain Right of Way and Easement Agreement dated January 9th, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 802099, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

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4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the

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Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

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EXECUTED this 3rd day of June, 2015.

GRANTOR:

Dennis L Bellet

Dennis L. Bellet

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Dennis L. Bellet, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of June, 2015.

Christopher Smith

Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

EXECUTED this 3rd day of June, 2015.

GRANTOR:

Diane M. Bellet

Diane M. Bellet

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Diane M. Bellet, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of June, 2015.

Christopher Smith

Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

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Page: 6 of 10
6/22/2015 2:47 PM
EAS $37.00

WILLIAMS COUNTY, ND

EXECUTED this 3rd day of June, 2015.

GRANTOR:

Michael D. Bellet

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Michael D. Bellet, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of June, 2015.

Notary Public

My Commission Expires: 9/17/20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

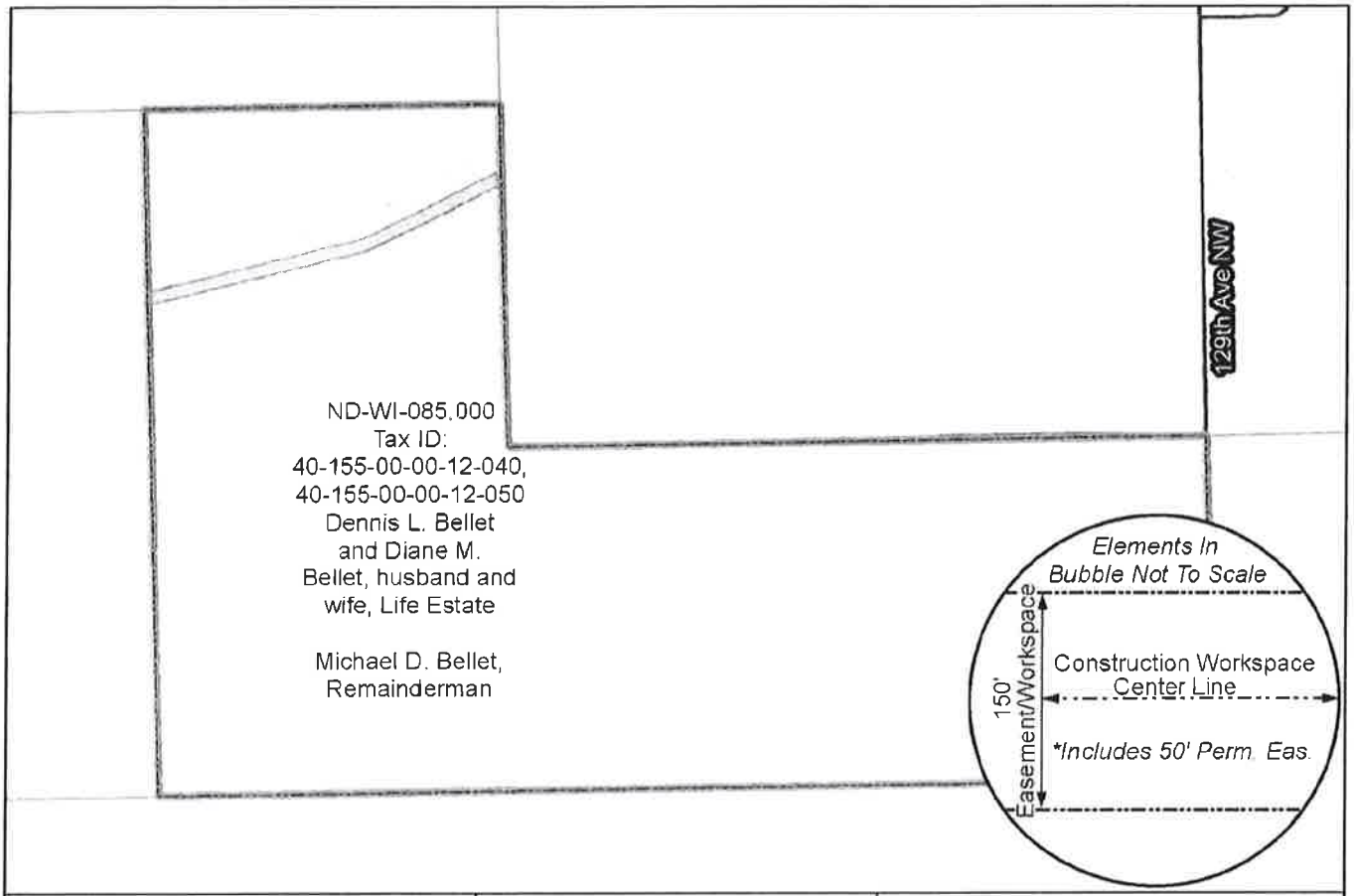
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Page: 7 of 10
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EAS $37.00

WILLIAMS COUNTY, ND

Exhibit A

WILLIAMS COUNTY, ND

S012-R100W-T155N



ROW Length: 1433.63 Ft. = 86.89 Rods
Proposed Permanent Easement: 1.65 Ac.
Temp Easement/ Workspace: 3.29 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Dennis L. Bellet and Diane M. Bellet, husband and wife, Life Estate
Michael

Tract No.: ND-WI-085.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

* DLB DM.B MDB
Landowner Initials

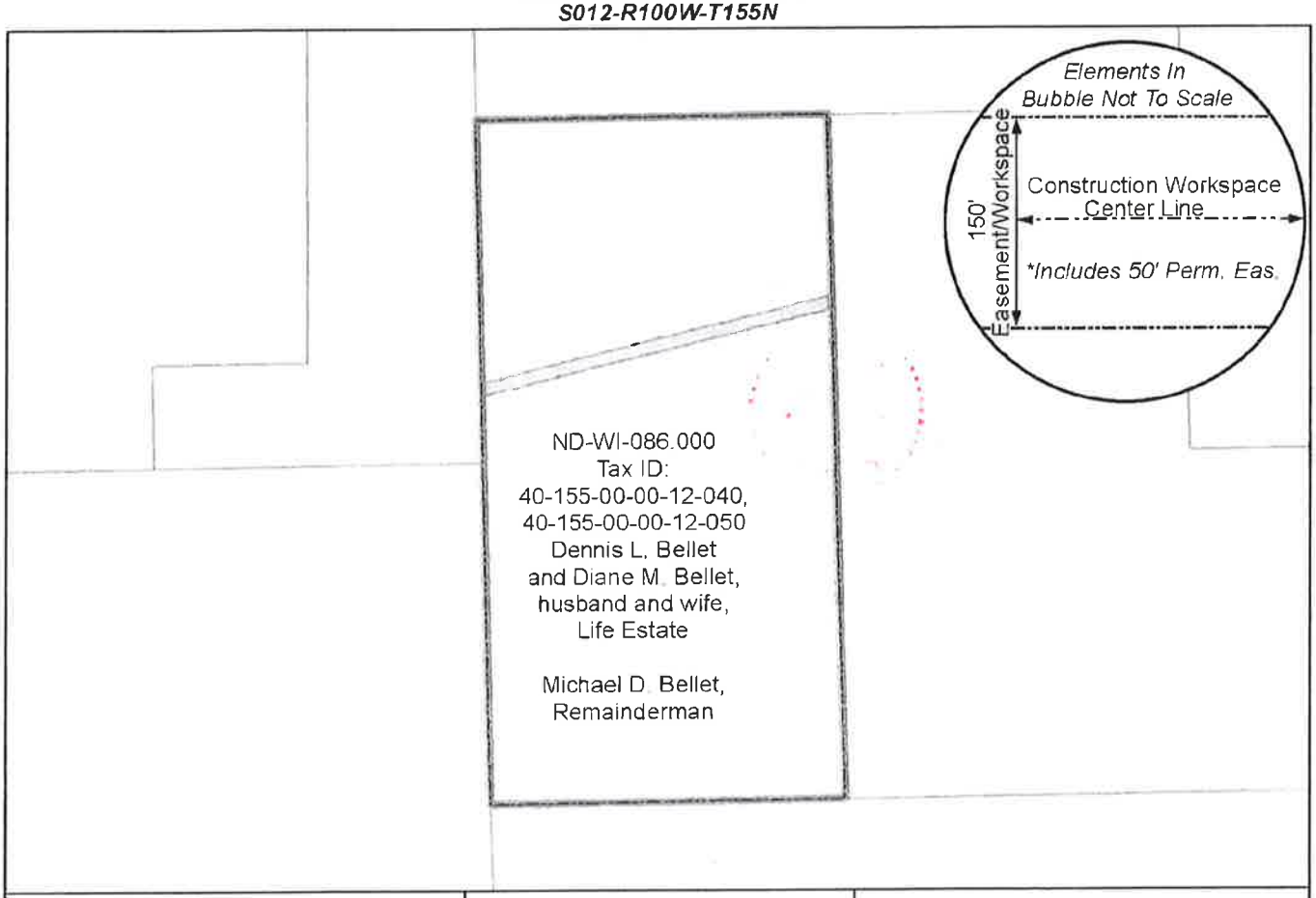
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WILLIAMS COUNTY, ND
EAS $37.00

Exhibit A

WILLIAMS COUNTY, ND

S012-R100W-T155N



ROW Length: 1385.43 Ft. = 83.97 Rods
Proposed Permanent Easement: 1.59 Ac.
Temp Easement/ Workspace: 3.18 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Dennis L. Bellet and Diane M. Bellet, husband and wife, Life Estate
Michael

Tract No.: ND-WI-086.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

DLB D.M.B MDB
Landowner Initials

Date Exported: Tuesday, May 05, 2015 8:24:01 AM

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6/22/2015 2:47 PM
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WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-085.000, 086.000
PARCEL ID: 40155000012040, 40155000012050
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated June 3rd, 2015, is between **Dennis L. Bellet and Diane M. Bellet, husband and wife, Life Estate, Michael D. Bellet, Remainderman,** whose mailing address is **5827 129th Avenue Northwest, Epping, ND 58843-9718,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 240 acres of land, more or less, situated in the N1/2SE1/4, NE1/4SW1/4, SE1/4NW1/4, NW1/4SW1/4 and the SW1/4NW1/4 of Section 12, Township 155 North, Range 100 West, Williams County, North Dakota as described in that certain Quit Claim Life Estate Deed dated August 3, 2009 from Dennis L. Bellet and Diane M. Bellet, husband and wife, and as Life Tenants to Michael D. Bellet, as Remainderman recorded under Clerk's File Number 671452, Official Public Records, Williams County, North Dakota.

Reference is here made to that certain Right of Way and Easement Agreement dated January 9th, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 802099, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

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4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the

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Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

DTB

DM.B

EXECUTED this 3rd day of June, 2015.

GRANTOR:

Dennis L Bellet

Dennis L. Bellet

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Dennis L. Bellet, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of June, 2015.

Christopher Smith

Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

EXECUTED this 3rd day of June, 2015.

GRANTOR:

Diane M. Bellet

Diane M. Bellet

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Diane M. Bellet, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of June, 2015.

Christopher Smith

Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

808110
Page: 6 of 10
6/22/2015 2:47 PM
EAS $37.00

WILLIAMS COUNTY, ND

EXECUTED this 3rd day of June, 2015.

GRANTOR:

Michael D. Bellet

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Michael D. Bellet, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of June, 2015.

Notary Public

My Commission Expires: 9/17/20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

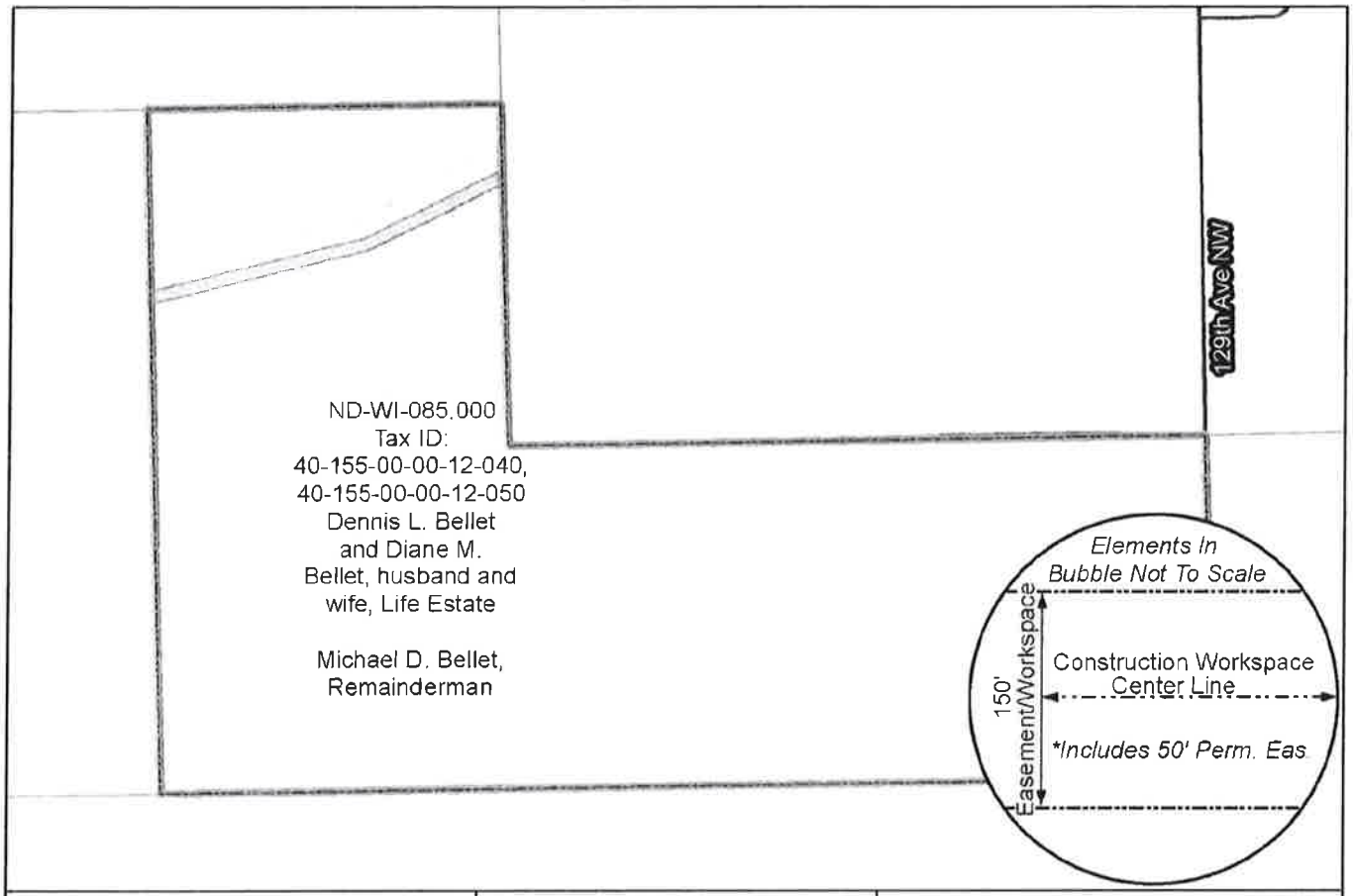
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Page: 7 of 10
6/22/2015 2:47 PM
EAS $37.00

WILLIAMS COUNTY, ND

Exhibit A

WILLIAMS COUNTY, ND

S012-R100W-T155N



ROW Length: 1433.63 Ft. = 86.89 Rods
Proposed Permanent Easement: 1.65 Ac.
Temp Easement/ Workspace: 3.29 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Dennis L. Bellet and Diane M. Bellet, husband and wife, Life Estate
Michael

Tract No.: ND-WI-085.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

DLB DM.B MDB
Landowner Initials

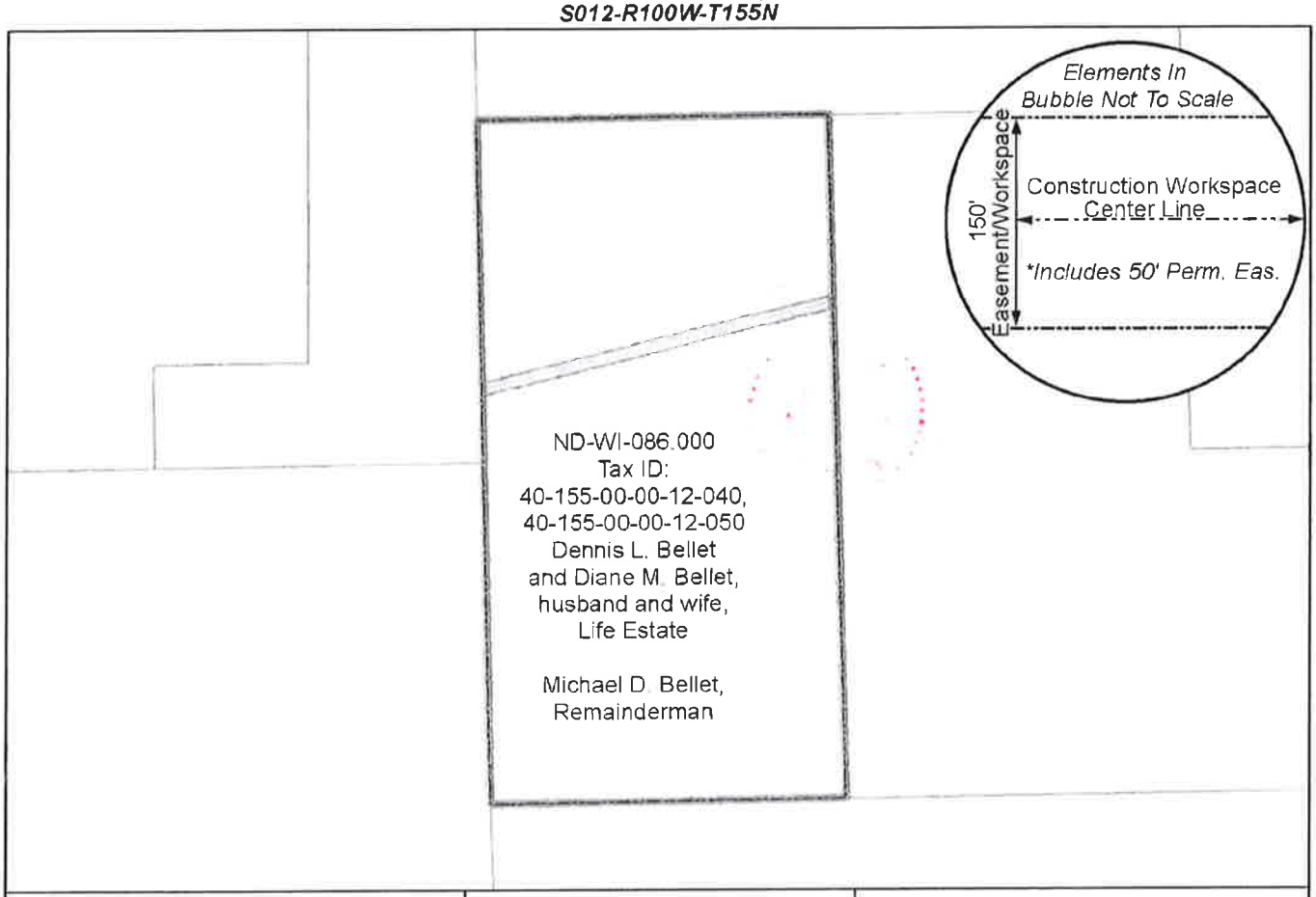
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Page: 9 of 10
6/22/2015 2:47 PM
WILLIAMS COUNTY, ND
EAS $37.00

Exhibit A

WILLIAMS COUNTY, ND

S012-R100W-T155N



ROW Length: 1385.43 Ft. = 83.97 Rods
Proposed Permanent Easement: 1.59 Ac.
Temp Easement/ Workspace: 3.18 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Dennis L. Bellet and Diane M. Bellet, husband and wife, Life Estate
Michael

Tract No.: ND-WI-086.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

DLB D.M.B MDB
Landowner Initials

Date Exported: Tuesday, May 05, 2015 8:24:01 AM

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Page: 1 of 8
4/21/2015 3:39 PM
WILLIAMS COUNTY, ND EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-087.000
PARCEL ID: 40155000011030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated March 9th, 2015, is between **Wade A. Smith and Melissa C. Smith, husband and wife,** whose mailing address is **6094 Highway 85 North, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 40 acres of land, more or less, situated in the S/2NE/4NE/4NE/4, SE/4NE/4NE/4, NE/4SE/4NE/4, SE/4SE/4NE/4, S/2SW/4SE/4NE/4 of Section 11, Township 155 North, Range 100 West, Williams County, North Dakota, as described in that certain Warranty Deed dated October 19, 2009, from Jeanette Kjorstad, a widow, recorded under Instrument Number 675187, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

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(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

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10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

WJ

MS

EXECUTED this 9th day of March, 2015.

GRANTOR:

Wade A. Smith

Wade A. Smith

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Wade A. Smith, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9th day of March, 2015.

Notary Public

My Commission Expires: 9/17/20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

EXECUTED this 9th day of March, 2015.

GRANTOR:

Melissa C. Smith
Melissa C. Smith

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Melissa C. Smith, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9th day of March, 2015.

Christopher Smith
Notary Public

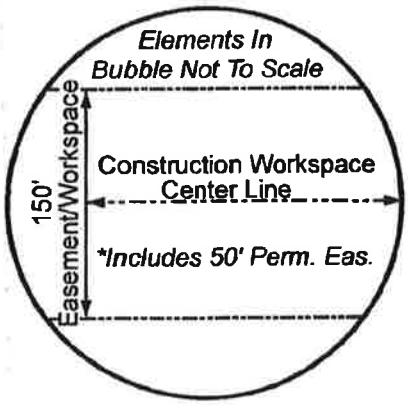
My Commission Expires: 9/17/20

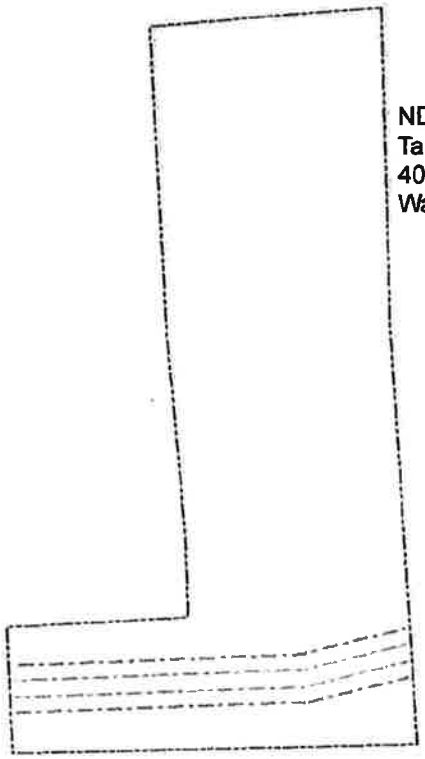
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CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

Exhibit A

WILLIAMS COUNTY, ND
S011-R100W-T155N





ND-WI-087.000
Tax ID:
40-155-00-00-11-030
Wade A. Smith

ROW Length: 1249.32 Ft. = 75.72 Rods
Proposed Permanent Easement: 1.45 Ac.
Temp Easement/ Workspace: 2.87 Ac.
Add Temp Easement/ Workspace: Ac.
Valve Site: Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 940 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Wade A. Smith

Tract No.: ND-WI-087.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

WS MS
Landowner Initials

Date Exported: Friday, February 13, 2015 3:43:52 PM

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Page: 1 of 8
4/21/2015 3:39 PM
WILLIAMS COUNTY, ND
EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-088.000
PARCEL ID: 40155000011035
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated March 9th, 2015, is between **Wade A. Smith and Melissa C. Smith, husband and wife,** whose mailing address is **6094 Highway 85 North, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 90 acres of land, more or less, situated in the N/2NE/4NE/4NE/4, NW/4NE/4NE/4, SW/4NE/4NE/4, NE/4NW/4NE/4, SE/4NW/4NE/4, NW/4SE/4NE/4, N/2SW/4SE/4NE/4, NE/4SW/4NE/4, SE/4SW/4NE/4, SW/4SW/4NE/4, of Section 11, Township 155 North, Range 100 West, 5th P.M., Williams County, North Dakota, as described in that certain Warranty Deed dated January 19, 2006, from Jeanette Kjorstad, a married woman dealing in her sole and separate property, recorded under Instrument Number 631819, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

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Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the

Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

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10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

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EXECUTED this 9th day of March, 2015.

GRANTOR:

Wade A. Smith
Wade A. Smith

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Wade A. Smith, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9th day of March, 2015.

Christopher Smith
Notary Public

My Commission Expires: 9/17/20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

EXECUTED this 9th day of March, 2015.

GRANTOR:

Melissa C. Smith
Melissa C. Smith

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Melissa C Smith, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9th day of March, 2015.

Christopher Smith
Notary Public

My Commission Expires: 9/17/20

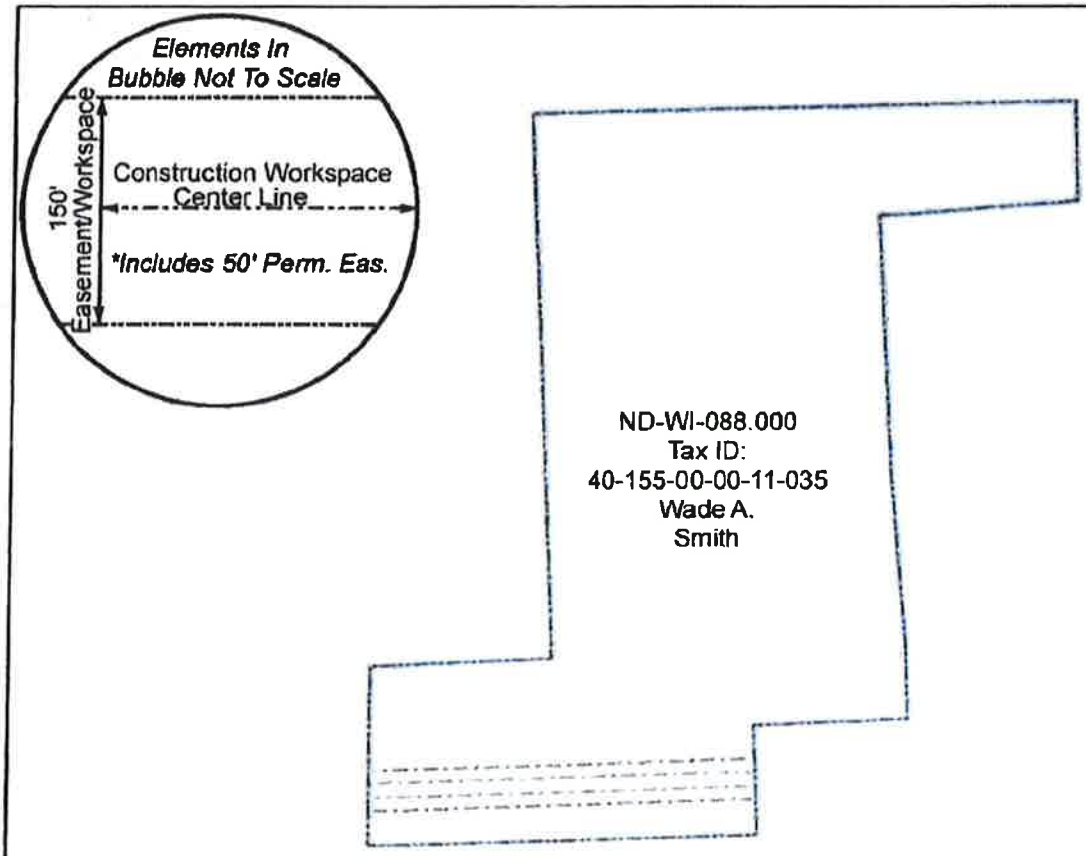
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CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

Exhibit A

WILLIAMS COUNTY, ND

S011-R100W-T155N



ROW Length: 1398.82 Ft. = 84.78 Rods
Proposed Permanent Easement: 1.62 Ac.
Temp Easement/ Workspace: 3.21 Ac.
Add Temp Easement/ Workspace: Ac.
Valve Site: Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Wade A. Smith

Tract No.: ND-WI-088.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

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Landowner Initials

Date Exported: Friday, February 13, 2015 2:43:26 PM

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Page: 1 of 7
5/18/2015 3:44 PM
EAS $28.00
WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-090.000
PARCEL ID: 40155000011040
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated March 16th, 2015, is between **Timothy W. Brown,** whose mailing address is **13226 59th Street Northwest, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, situated in the Northwest Quarter (NW1/4) of Section 11, Township 155 North of Range 100 West in Williams County, North Dakota and as more particular described in Personal Representative's Deed of Distribution dated December 15, 2011 from Timothy W. Brown, Personal Representative of the Estate of William R. Brown to Timothy W. Brown recorded on February 1, 2012 in Recorder's Instrument No. 726829 in Williams County Recorder's Office, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

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Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

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(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Any payment tendered by Grantee to Grantor as consideration for this agreement does not cover any actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

10. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or

interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the pipelines by Grantee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

16. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

TWB

EXECUTED this 16th day of March, 2015.

GRANTOR:

Timothy W. Brown

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Timothy W Brown, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of March, 2015.

Notary Public

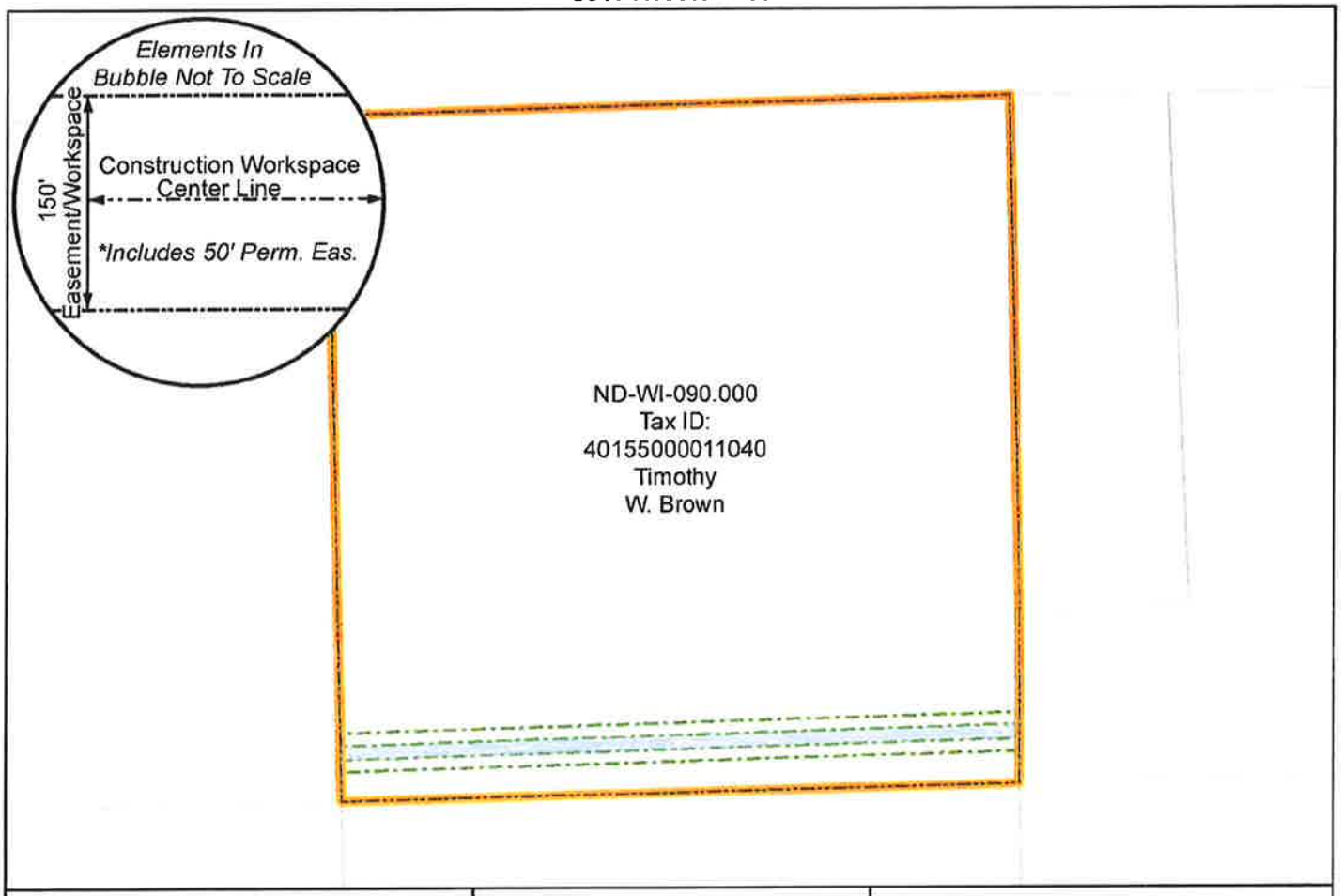
My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

Exhibit A

WILLIAMS COUNTY, ND

S011-R100W-T155N



ROW Length: 2629.48 Ft. = 159.36 Rods
Proposed Permanent Easement: 3.05 Ac.
Temp Easement/ Workspace: 6.04 Ac.
Add Temp Easement/ Workspace: Ac.
Valve Site: Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Timothy W. Brown

Tract No.: ND-WI-090.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

* MB
Landowner Initials

Date Exported: Friday, February 13, 2015 2:43:28 PM

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Page: 7 of 7
5/18/2015 3:44 PM
EAS $28.00

WILLIAMS COUNTY, ND

COUNTY RECORDER, WILLIAMS COUNTY, ND 5/18/2015 3:44 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by Terri Berdahl Deputy **806376**



804882
Page: 1 of 8
4/21/2015 3:39 PM
WILLIAMS COUNTY, ND
EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-091.000
PARCEL ID: 40155000010010
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated March 9th, 2015, is between **Wade A. Smith and Melissa C. Smith, husband and wife,** whose mailing address is **6094 Highway 85 North, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, situated in the NE/4 of Section 10, Township 155 North, Range 100 West, Williams County, North Dakota, as described in that certain Warranty Deed dated January 19, 2006, from Jeanette Kjorstad, a married woman dealing in her sole and separate property, recorded under Instrument Number 631819, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

WD

MS

EXECUTED this 9th day of March, 2015.

GRANTOR:

Wade A. Smith

ACKNOWLEDGMENT

(Individual)

State of North Dakota)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Wade A. Smith, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9th day of March, 2015.

Notary Public

My Commission Expires: 9/17/20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

EXECUTED this 9th day of March, 2015.

GRANTOR:

Melissa C. Smith

Melissa C. Smith

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Melissa C. Smith, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9th day of March, 2015.

Christopher Smith
Notary Public

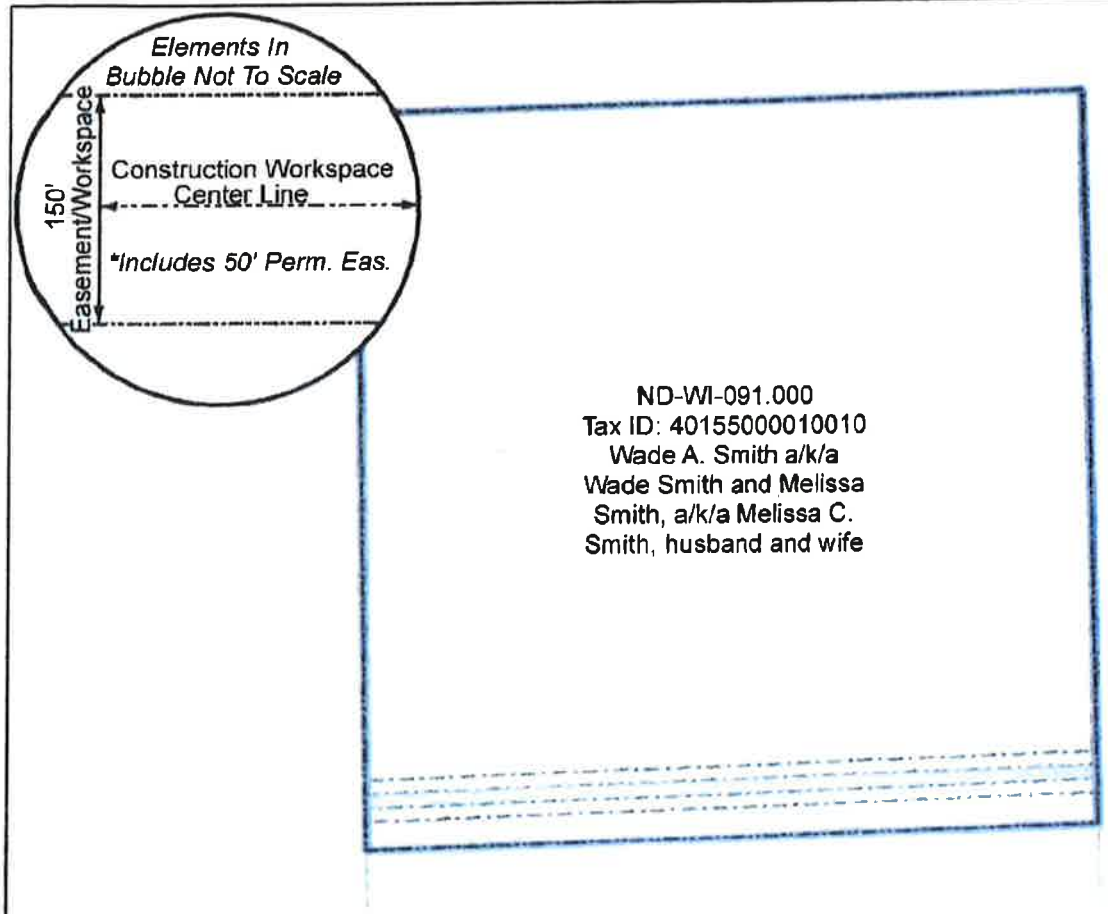
CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

My Commission Expires: 9/17/20

Exhibit A

WILLIAMS COUNTY, ND

S010-R100W-T155N



ROW Length: 2649.11 Ft. = 160.55 Rods
Proposed Permanent Easement: 3.07 Ac.
Temp Easement/ Workspace: 6.08 Ac.
Add Temp Easement/ Workspace: Ac.
Valve Site: Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Wade A. Smith a/k/a Wade Smith and Melissa Smith, a/k/a Melissa C. Smith, husband and wife

Tract No.: ND-WI-091.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

WS MS
Landowner Initials

Date Exported: Friday, February 13, 2015 2:43:29 PM

806377
Page: 1 of 7
WILLIAMS COUNTY, ND
5/18/2015 3:44 PM
EAS $28.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-092.000
PARCEL ID: 40155000010040
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated March 16th, 2015, is between **Timothy W. Brown,** whose mailing address is **13226 59TH Street Northwest, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 148.53 acres of land, more or less, situated in the Northwest Quarter (NW1/4) except deeded parts of Section 10, Township 155 North of Range 100 West in Williams County, North Dakota and as more particular described in Personal Representative's Deed of Distribution dated December 15, 2011 from Timothy W. Brown, Personal Representative of the Estate of William R. Brown to Timothy W. Brown recorded on February 1, 2012 in Recorder's Instrument No. 726829 in Williams County Recorder's Office, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

TWB

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Any payment tendered by Grantee to Grantor as consideration for this agreement does not cover any actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

10. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or

EXECUTED this 16th day of March, 2015.

GRANTOR:

Timothy W. Brown
Timothy W. Brown

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Timothy W. Brown, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of March, 2015.

Christopher Smith
Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the pipelines by Grantee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

16. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

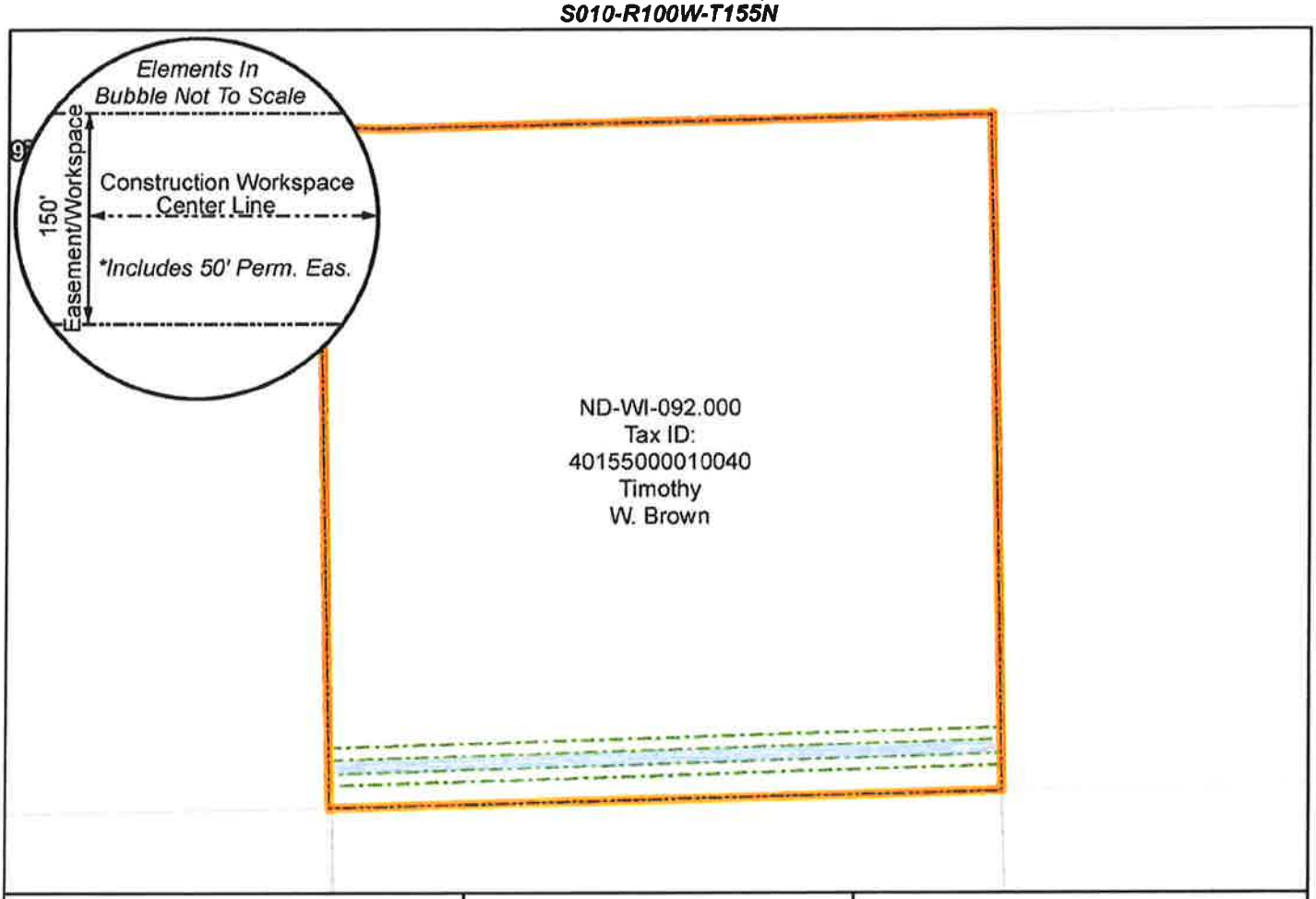
19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

TWB

Exhibit A

WILLIAMS COUNTY, ND

S010-R100W-T155N



ROW Length: 2652.67 Ft. = 160.77 Rods
Proposed Permanent Easement: 3.07 Ac.
Temp Easement/ Workspace: 6.09 Ac.
Add Temp Easement/ Workspace: Ac.
Valve Site: Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Timothy W. Brown

Tract No.: ND-WI-092.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

X TRB
Landowner Initials

Date Exported: Friday, February 13, 2015 2:43:30 PM

806377
Page: 7 of 7
5/18/2015 3:44 PM
EAS $28.00

WILLIAMS COUNTY, ND

COUNTY RECORDER, WILLIAMS COUNTY, ND 5/18/2015 3:44 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by _____ **806377**



814610
Page: 1 of 7
10/28/2015 1:03 PM
EAS $28.00

WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-093.000
PARCEL ID: 40155000009030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated October 19th, 2015, is between **Timothy W. Brown,** whose mailing address is **13226 59th Street Northwest, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, situated in the Northeast Quarter (NE1/4) of Section 9, Township 155 North of Range 100 West in Williams County, North Dakota and as more particular described in Personal Representative's Deed of Distribution dated December 15, 2011 from Timothy W. Brown, Personal Representative of the Estate of William R. Brown to Timothy W. Brown recorded on February 1, 2012 in Recorder's Instrument No. 726829 in Williams County Recorder's Office, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated July 10, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 810097, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

JAB

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads: (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the

Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

JMK

EXECUTED this 19th day of October, 2015.

GRANTOR:

Timothy W Brown
Timothy W. Brown

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Timothy W Brown, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19th day of October, 2015.

Christopher Smith
Notary Public

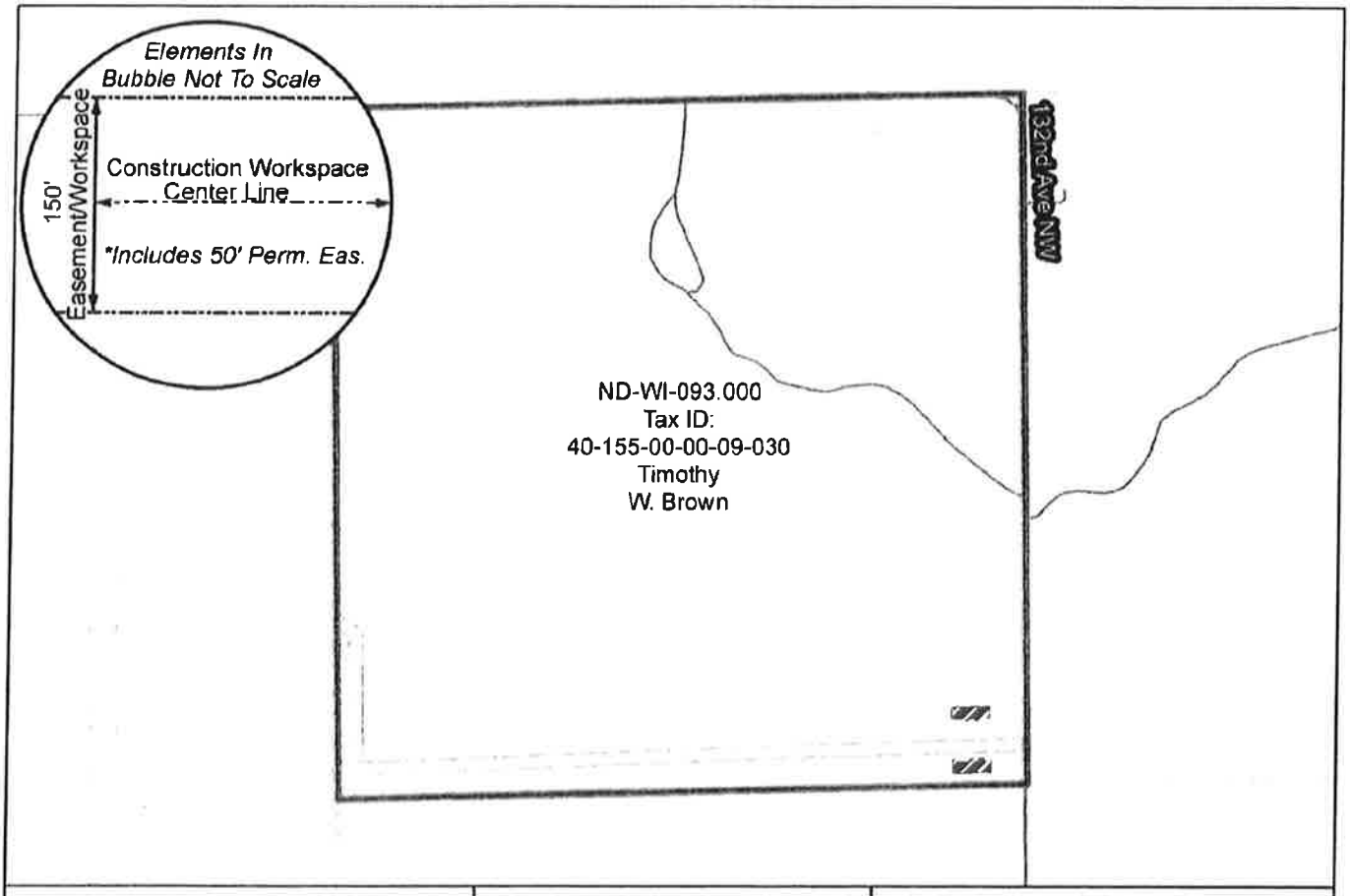
My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

Exhibit A

WILLIAMS COUNTY, ND

S009-R100W-T155N



ROW Length: 3161.28 Ft. = 191.59 Rods
Proposed Permanent Easement: 3.63 Ac.
Temp Easement/ Workspace: 7.23 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Timothy W. Brown

Tract No.: ND-WI-093.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

TB

Landowner Initials

Date Exported: Tuesday, September 15, 2015 3:44:47 PM

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Page: 1 of 7
3/2/2016 9:27 AM
WILLIAMS COUNTY, ND
EAS $28.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-094.000
PARCEL ID: 40155001202055
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated February 22, 2016, is between **Ron Pankowski,** whose mailing address is **13256 59th Street Northwest, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 10.18 acres of land, more or less, being situated in the Lots 12 and 13 in Block 02 of Flaten Subdivision, Williams County, North Dakota, more particularly described in that certain Warranty Deed dated April 17, 2006, from Dale L. Flaten and Veronica N. Flaten, husband and wife, to Ron Pankowski recorded as Document Number 809126 in the Office of the Recorder, Williams County, North Dakota, less and except any conveyance heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the

legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. In the event of any excavation within the Easements, including, but not limited to installation and construction of the pipeline herein, the topsoil will be removed and stored separately from the subsoil. As the pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method.

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EAS $28.00
WILLIAMS COUNTY, ND

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

10. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in for a term of ninety nine (99) years, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

16. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 22 day of Feb, 2016.

GRANTOR:

Ron Pankowski

ACKNOWLEDGMENT

(Individual)

State of North Dakota)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Ron Pankowski, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of February, 2016.

Notary Public

DAWNLYNN O'CONNOR
Notary Public
State of North Dakota
My Commission Expires Nov 11, 2021

My Commission Expires: 11/11/2021

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EAS $28.00

WILLIAMS COUNTY, ND

WILLIAMS COUNTY, NORTH DAKOTA

SECTION 9, TOWNSHIP 155 NORTH, RANGE 100 WEST OF THE 5TH P.M.

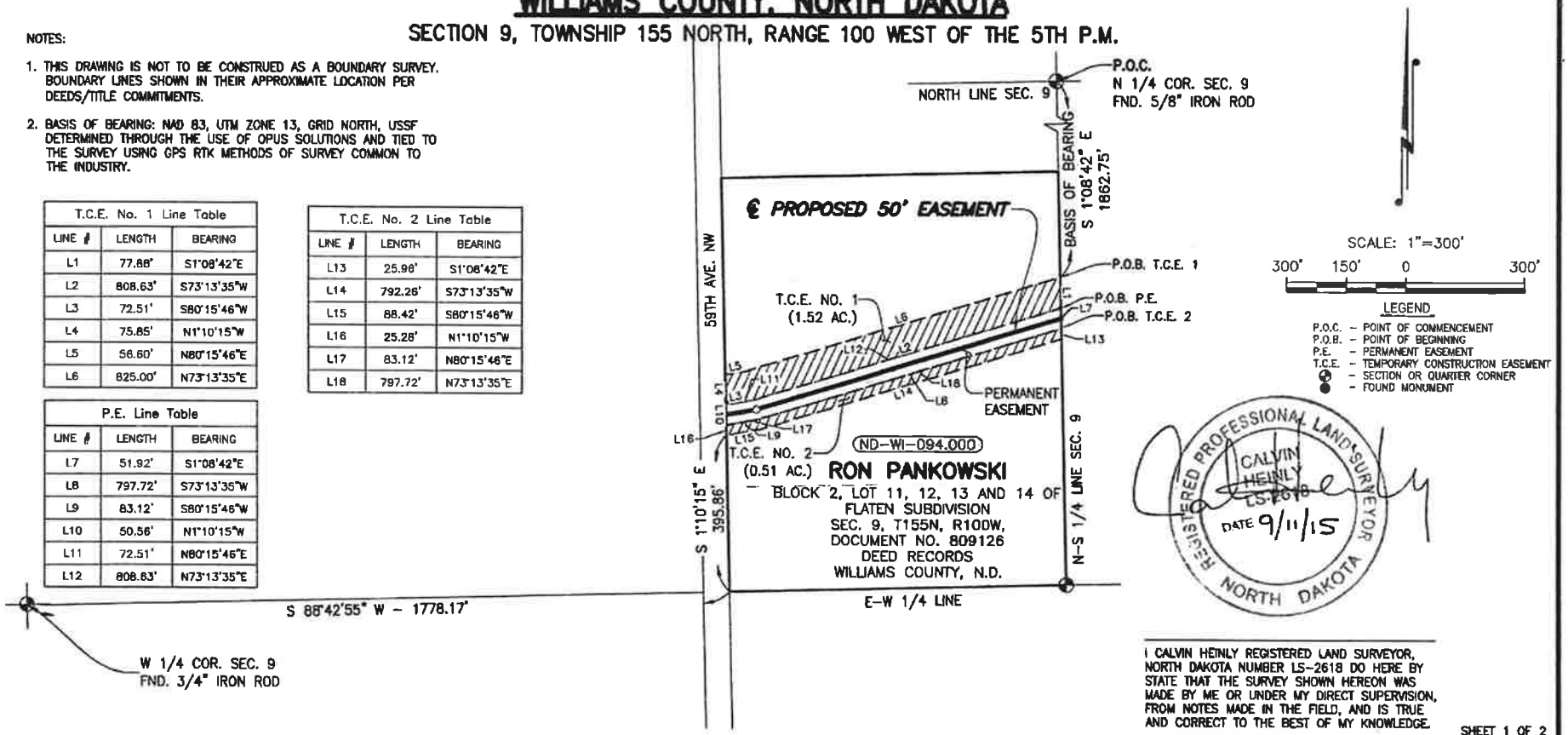
NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

T.C.E. No. 1 Line Table		
LINE #	LENGTH	BEARING
L1	77.88'	S1°08'42"E
L2	808.63'	S73°13'35"W
L3	72.51'	S80°15'46"W
L4	75.85'	N1°10'15"W
L5	56.60'	N80°15'46"E
L6	825.00'	N73°13'35"E

T.C.E. No. 2 Line Table		
LINE #	LENGTH	BEARING
L13	25.96'	S1°08'42"E
L14	792.26'	S73°13'35"W
L15	88.42'	S80°15'46"W
L16	25.28'	N1°10'15"W
L17	83.12'	N80°15'46"E
L18	797.72'	N73°13'35"E

P.E. Line Table		
LINE #	LENGTH	BEARING
L7	51.92'	S1°08'42"E
L8	797.72'	S73°13'35"W
L9	83.12'	S80°15'46"W
L10	50.56'	N1°10'15"W
L11	72.51'	N80°15'46"E
L12	808.63'	N73°13'35"E



SCALE: 1"=300'

300' 150' 0 300'

LEGEND

- P.O.C. – POINT OF COMMENCEMENT
- P.O.B. – POINT OF BEGINNING
- P.E. – PERMANENT EASEMENT
- T.C.E. – TEMPORARY CONSTRUCTION EASEMENT
- ● – SECTION OR QUARTER CORNER
- ● – FOUND MONUMENT

REGISTERED PROFESSIONAL LAND SURVEYOR
CALVIN HEINLY
LS-2618
DATE 9/11/15
NORTH DAKOTA

I CALVIN HEINLY REGISTERED LAND SURVEYOR, NORTH DAKOTA NUMBER LS-2618 DO HERE BY STATE THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, FROM NOTES MADE IN THE FIELD, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SHEET 1 OF 2

LENGTH OF PROPOSED PIPELINE: 880.99 FEET = 53.39 RODS
PERMANENT EASEMENT: (1.01 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (2.03 AC.)

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EAS $28.00

WILLIAMS COUNTY, ND

REV.	DATE	BY	DESCRIPTION	CHK.
1	09/08/15	MM	USE/ACQUISITION	CH
0	09/03/15	MM	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
RON PANKOWSKI
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 09/03/15	DWG. NO.	REV.
CHECKED BY: TC	DATE: 09/03/15	ND-WI-094.000	1
SCALE: 1"=300'	APP.: CH		

FILE: \\rustoageng.com\vgbi\HOU\Pipeline\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY...PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-094.000 REV 1.dwg PLOT DATE: 9/11

WILLIAMS COUNTY, NORTH DAKOTA

SECTION 9, TOWNSHIP 155 NORTH, RANGE 100 WEST OF THE 5TH P.M.

Permanent Easement Description

A 50.0 foot wide Permanent Easement:
That part of Block 2, Lots 11, 12, 13 and 14 of Flaten Subdivision, Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as Commencing at a 5/8 inch Iron Rod found at the North Quarter corner of said Section 9; thence S01°08'42"E 1940.63 feet to a point on the East line of the Ron Pankowski parcel as recorded in Document No. 809126, deed records, Williams County; North Dakota and the Point Of Beginning. Thence continuing along the East line of said Pankowski parcel S01°08'42"E 51.92 feet to a point; thence S73°13'35"W 797.72 feet along the Southerly side of said permanent easement to a point; thence S80°15'46"W 83.12 feet to a point on the West line of said Pankowski parcel from which a 3/4 inch Iron Rod found at the West Quarter corner of said Section 9 bears S01°10'15"E 421.14 feet and S88°42'55"W 1778.17 feet; thence N01°10'15"W 50.56 feet along the West line of said Pankowski parcel to a point; thence N80°15'46"E 72.51 feet along the Northerly side of said permanent easement to a point; thence N73°13'35"E 808.63 feet to the Point of Beginning. Said permanent easement contains 1.01 acres, more or less.

Temporary Construction Easements (T.C.E.)

Temporary Construction Easement #1: That part of Block 2, Lots 11, 12, 13 and 14 of Flaten Subdivision, Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as Commencing at a 5/8 inch Iron Rod found at the North Quarter corner of said Section 9; thence S01°08'42"E 1862.75 feet to a point on the East line of the Ron Pankowski parcel as recorded in Document No. 809126, deed records, Williams County; North Dakota and the Point Of Beginning. Thence continuing along the East line of said Pankowski parcel S01°08'42"E 77.88 feet to a point; thence S73°13'35"W 808.63 feet along the Southerly side of said temporary construction easement to a point; thence S80°15'46"W 72.51 feet to a point on the West line of said Pankowski parcel from which a 3/4 inch Iron Rod found at the West Quarter corner of said Section 9 bears S01°10'15"E 471.70 feet and S88°42'55"W 1778.17 feet; thence N01°10'15"W 75.85 feet along the West line of said Pankowski parcel to a point; thence N80°15'46"E 56.60 feet along the Northerly side of said temporary construction easement to a point; thence N73°13'35"E 825.00 feet to the Point of Beginning. Said temporary construction easement contains 1.52 acres, more or less.

Temporary Construction Easement #2: That part of Block 2, Lots 11, 12, 13 and 14 of Flaten Subdivision, Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as Commencing at a 5/8 inch Iron Rod found at the North Quarter corner of said Section 9; thence S01°08'42"E 1992.55 feet to a point on the East line of the Ron Pankowski parcel as recorded in Document No. 809126, deed records, Williams County; North Dakota and the Point Of Beginning. Thence continuing along the East line of said Pankowski parcel S01°08'42"E 25.96 feet to a point; thence S73°13'35"W 792.26 feet along the Southerly side of said temporary construction easement to a point; thence S80°15'46"W 88.42 feet to a point on the West line of said Pankowski parcel from which a 3/4 inch Iron Rod found at the West Quarter corner of said Section 9 bears S01°10'15"E 395.86 feet and S88°42'55"W 1778.17 feet; thence N01°10'15"W 25.28 feet along the West line of said Pankowski parcel to a point; thence N80°15'46"E 83.12 feet along the Northerly side of said temporary construction easement to a point; thence N73°13'35"E 797.72 feet to the Point of Beginning. Said temporary construction easement contains 0.51 acres, more or less.
es, more or less.

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WILLIAMS COUNTY, ND
EAS $28.00

COUNTY RECORDER, WILLIAMS COUNTY, ND 3/2/2016 9:27 AM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
By Michelle Flaugen deputy 820169

TREASURER/RECORDER WILLIAMS SEAL COUNTY STATE OF NORTH DAKOTA

REV.	DATE	BY	DESCRIPTION	CHK.
1	09/10/15	MM	USE / ACQUISITION	CH
0	09/03/15	MM	USE / ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 827C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
RON PANKOWSKI
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 09/03/15	DWG. NO.	REV.
CHECKED BY: TC	DATE: 09/03/15	ND-WI-094.000	1
SCALE: N.T.S.	APP.: CH		

FILE: \\mustangeng.com\gbl\HOU\Pipeline\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-094.000 REV 1.dwg PLOT DATE: 9/11/2015 BY: MUHLEM, MIKE

820617
Page: 1 of 9
3/15/2016 2:22 PM
WILLIAMS COUNTY, ND EAS $44.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-094.000
PARCEL ID: 40155001202055
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated _____, 2016, is between **Byron L. Trowbridge** whose mailing address is **1107 4th Street West, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

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Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement.

Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. In the event of any excavation within the Easements, including, but not limited to installation and construction of the pipeline herein, the topsoil will be removed and stored separately from the subsoil. As the pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

10. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in for a term of ninety nine (99) years, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

16. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 23 day of Feb, 2016.

GRANTOR:

Byron L. Trowbridge

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Byron L. Trowbridge, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23rd day of February, 2016.

PAMELA FERRELL
Notary Public
State of North Dakota
My Commission Expires April 28, 2017

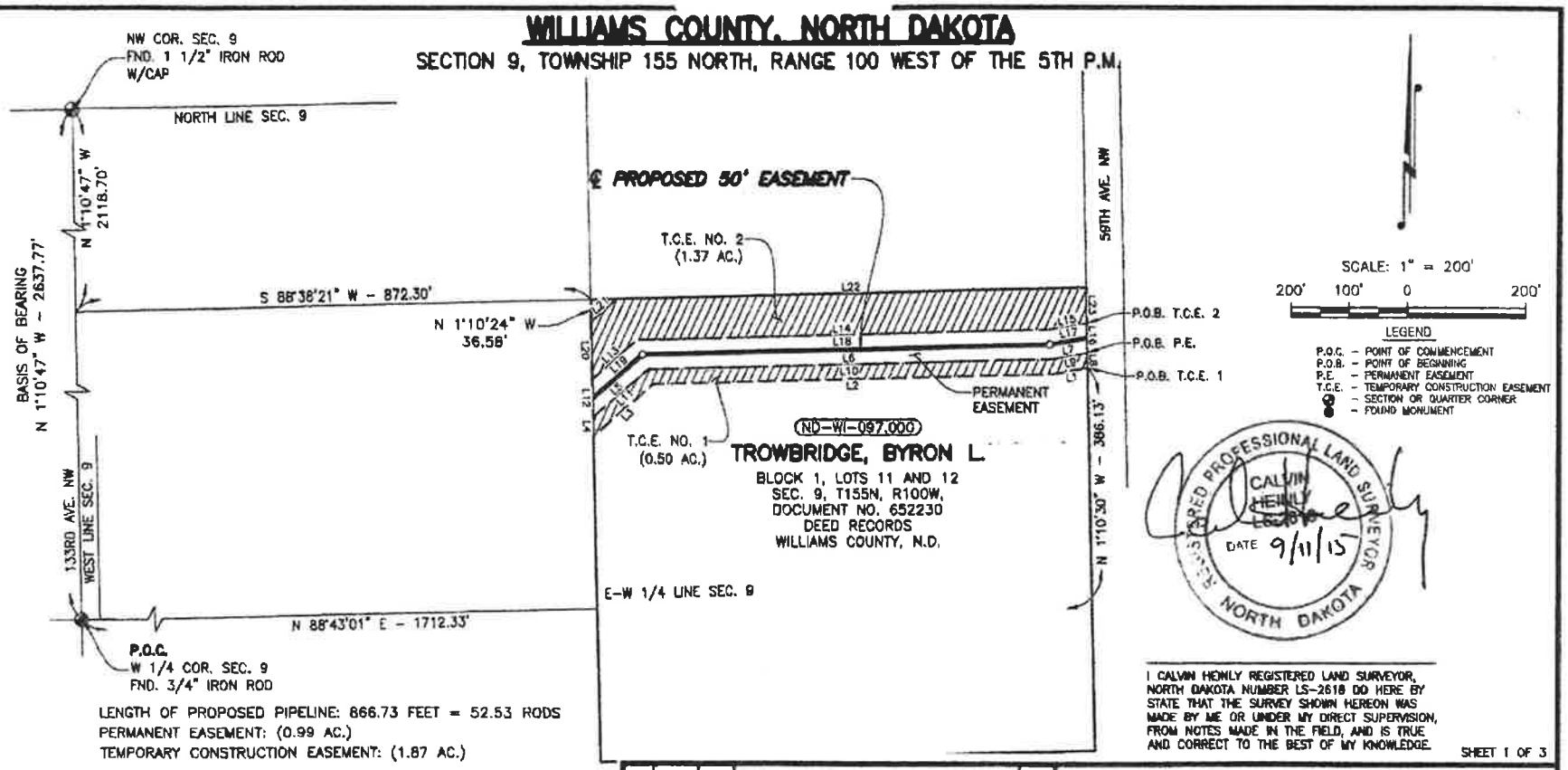
Notary Public

My Commission Expires: April 28th 2017

Exhibit A

WILLIAMS COUNTY, NORTH DAKOTA

SECTION 9, TOWNSHIP 155 NORTH, RANGE 100 WEST OF THE 5TH P.M.



SCALE: 1" = 200'

200' 100' 0 200'

LEGEND

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.E. - PERMANENT EASEMENT
T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
- SECTION OR QUARTER CORNER
- FOUND MONUMENT

LENGTH OF PROPOSED PIPELINE: 866.73 FEET = 52.53 RODS
PERMANENT EASEMENT: (0.99 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (1.87 AC.)

REGISTERED PROFESSIONAL LAND SURVEYOR
CALVIN HEINLY LS-2618
DATE 9/11/15
NORTH DAKOTA

I CALVIN HEINLY REGISTERED LAND SURVEYOR, NORTH DAKOTA NUMBER LS-2618 DO HERE BY STATE THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, FROM NOTES MADE IN THE FIELD, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SHEET 1 OF 3

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

REV.	DATE	BY	DESCRIPTION	CHK.
1	09/08/15	JTM	USE/ACQUISITION	CH
0	09/03/15	NM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6270

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
TROWBRIDGE, BYRON L.
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: NM	DATE: 09/03/15	DWG. NO.	REV.
CHECKED BY: EG	DATE: 09/03/15	ND-WI-097.000	1
SCALE: 1" = 200'	APP.: CH		

FILE: R:\Projects\10395700\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-097.000_REV1.dwg PLOT DATE: 9/11/2015 BY: MADARIAGA, JOEY

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WILLIAMS COUNTY, ND

WILLIAMS COUNTY, NORTH DAKOTA

SECTION 9, TOWNSHIP 155 NORTH, RANGE 100 WEST OF THE 5TH P.M.

T.C.E. No. 1 Line Table		
LINE #	LENGTH	BEARING
L1	63.13'	S80°15'46"W
L2	672.34'	S88°38'16"W
L3	136.58'	S49°16'52"W
L4	32.42'	N1°10'24"W
L5	124.88'	N49°16'52"E
L6	679.45'	N88°38'16"E
L7	65.06'	N80°15'46"E
L8	25.28'	S1°10'30"E

P.E. Line Table		
LINE #	LENGTH	BEARING
L9	65.06'	S80°15'46"W
L10	679.45'	S88°38'16"W
L11	124.88'	S49°16'52"W
L12	64.84'	N1°10'24"W
L13	101.47'	N49°16'52"E
L14	693.67'	N88°38'16"E
L15	68.93'	N80°15'46"E
L16	50.56'	S1°10'30"E

T.C.E. No. 2 Line Table		
LINE #	LENGTH	BEARING
L17	68.93'	S80°15'46"W
L18	693.67'	S88°38'16"W
L19	101.47'	S49°16'52"W
L20	97.26'	N1°10'24"W
L21	57.68'	N49°16'52"E
L22	795.60'	N88°38'21"E
L23	58.43'	S1°10'30"E

WILLIAMS COUNTY, ND
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SHEET 2 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
1	09/08/15	JTM	USE/ACQUISITION	CH
0	09/03/15	MM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
TROWBRIDGE, BYRON L.
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 09/03/15	DWG. NO.	REV.
CHECKED BY: EG	DATE: 09/03/15	ND-WI-097.000	1
SCALE: N.T.S.	APP.: CH		

FILE: R:\Projects\10395700\DISCIPLINE\CAD\DRAWINGS\04-PROPERTY_PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-097.000_REV1.dwg PLOT DATE: 9/11/2015 BY: MADANIBA, JOEY

WILLIAMS COUNTY, NORTH DAKOTA

SECTION 9, TOWNSHIP 155 NORTH, RANGE 100 WEST OF THE 5TH P.M.

Permanent Easement Description

A 50.0 foot wide Permanent Easement:
That part of Lots 11 & 12, Block 1 of Flaten Subdivision in Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as the Byron L. Trowbridge parcel as recorded in Document No. 652230, Deed Records, Williams County; Commencing at a ¾ inch iron rod found at the Southwest corner of the Northwest Quarter (NW 1/4) of Section 9; thence N88°43'01"E 1712.33 feet to the East line of said Trowbridge parcel; thence N01°10'30"W 411.41 feet along the East Line of said Trowbridge parcel to the Point of Beginning; thence S80°15'46"W 65.06 feet along the Southeasterly side of the permanent easement to a point; thence S88°38'16"W 679.45 feet to a point; thence S49°16'52"W 124.88 feet to a point on the West line of said Trowbridge parcel; thence N01°10'24"W 64.84 feet along the West line of said Trowbridge parcel to a point from which a 1 1/2 inch iron rod with cap found at the Northwest corner of Section 9 bears N01°10'24"W 133.84 feet, S88°38'21"W 872.30 feet and N01°10'47"W 2118.70 feet; thence N49°16'52"E 101.47 feet along said Northwesterly side of the permanent easement to a point; thence N88°38'16"E 693.67 feet to a point; thence N80°15'46"E 68.93 feet to a point on the East line of said Trowbridge parcel; thence S01°10'30"E 50.56 feet along the east line of said Trowbridge parcel to the Point of Beginning. Said permanent easement contains 0.99 acres, more or less.

Temporary Construction Easements (T.C.E.)

Temporary Construction Easement #1:
That part of Lots 11 & 12, Block 1 of Flaten Subdivision in Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as the Byron L. Trowbridge parcel as recorded in Document No. 652230, Deed Records, Williams County; Commencing at a 3/4 inch Iron Rod found at the Southwest corner of the Northwest Quarter (NW 1/4) of Section 9; thence N88°43'01"E 1712.33 feet to the East line of said Trowbridge parcel; thence N01°10'30"W 386.13 feet along the East Line of said Trowbridge parcel to the Point of Beginning; thence S80°15'46"W 63.13 feet along the Southeasterly side of the temporary construction easement to a point; thence S88°38'16"W 672.34 feet to a point; thence S49°16'52"W 136.58 feet to a point on the West line of said Trowbridge parcel; thence N01°10'24"W 32.42 feet along the West line of said Trowbridge parcel to a point from which a 1 1/2 inch iron rod with cap found at the Northwest corner of Section 9 bears N01°10'24"W 198.68 feet, S88°38'21"W 872.30 feet and N01°10'47"W 2118.70 feet; thence N49°16'52"E 124.88 feet along said Northwesterly side of the temporary construction easement to a point; thence N88°38'16"E 679.45 feet to a point; thence N80°15'46"E 65.06 feet to a point on the East line of said Trowbridge parcel; thence S01°10'30"E 25.28 feet along the east line of said Trowbridge parcel to the Point of Beginning. Said temporary construction easement contains 0.50 acres, more or less.

Temporary Construction Easement #2:
That part of Lots 11 & 12, Block 1 of Flaten Subdivision in Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as the Byron L. Trowbridge parcel as recorded in Document No. 652230, Deed Records, Williams County; Commencing at a 3/4 inch iron rod found at the Southwest corner of the Northwest Quarter (NW 1/4) of Section 9; thence N88°43'01"E 1712.33 feet to the East line of said Trowbridge parcel; thence N01°10'30"W 461.97 feet along the East Line to the Northeast corner of said Trowbridge parcel to the Point of Beginning; thence S80°15'46"W 68.93 feet along the Southeasterly side of the temporary construction easement to a point; thence S88°38'16"W 693.67 feet to a point; thence S49°16'52"W 101.47 feet to a point on the West line of said Trowbridge parcel; thence N01°10'24"W 97.26 feet along the West line of said Trowbridge parcel to a point from which a 1 1/2 inch iron rod with cap found at the Northwest corner of Section 9 bears N01°10'24"W 36.58 feet, S88°38'21"W 872.30 feet and N01°10'47"W 2118.70 feet; thence N49°16'52"E 57.68 feet along the Northwesterly side of said temporary construction easement to a point on the North line of said Trowbridge; thence N88°38'21"E 795.60 fset along the North line of said Trowbridge parcel to a point; thence S01°10'30"E 59.43 feet along the east line of said Trowbridge parcel to the Point of Beginning. Said temporary construction easement contains 1.37 acres, more or less.

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WILLIAMS COUNTY, ND

SHEET 3 of 3

REV.	DATE	BY	DESCRIPTION	CHK.
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0	09/03/15	MM	USE /ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
TROWBRIDGE, BYRON L.
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 09/03/15	DWG. NO.	REV.
CHECKED BY: TC	DATE: 09/03/15	ND-WI-097.000	1
SCALE: N.T.S.	APP.: CH		

FILE: R:\Projects\10395700\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-097.000_REV1.dwg PLOT DATE: 9/11/2015 BY: MADAHL, JOEY

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-097.000
PARCEL ID: 40-155-00-12-01-050, 40-155-00-12-01-055, 40-155-00-12-01-060
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 27 Jan. 2016, 2016, is between **Byron L. Trowbridge,** whose mailing address is **1107 4th Street West, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 10.06 acres of land, more or less, being Lots 11 and 12 in Block 01 of Flaten Subdivision, Williams County, North Dakota, as described in that certain Warranty Deed dated September 24, 2007, from Dale L. Flaten and Veronica N. Flaten, husband and wife, to Byron L. Trowbridge, recorded under Instrument Number 652230, in the Office of the Recorder, Williams County, North Dakota.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the

Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. In the event of any excavation within the Easements, including, but not limited to installation and construction of the pipeline herein, the topsoil will be removed and stored separately from the subsoil. As the pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to

conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

10. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in for a term of ninety nine (99) years, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

16. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 27 day of Jan, 2016.

GRANTOR:

Byron L. Trowbridge

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Byron L. Trowbridge known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

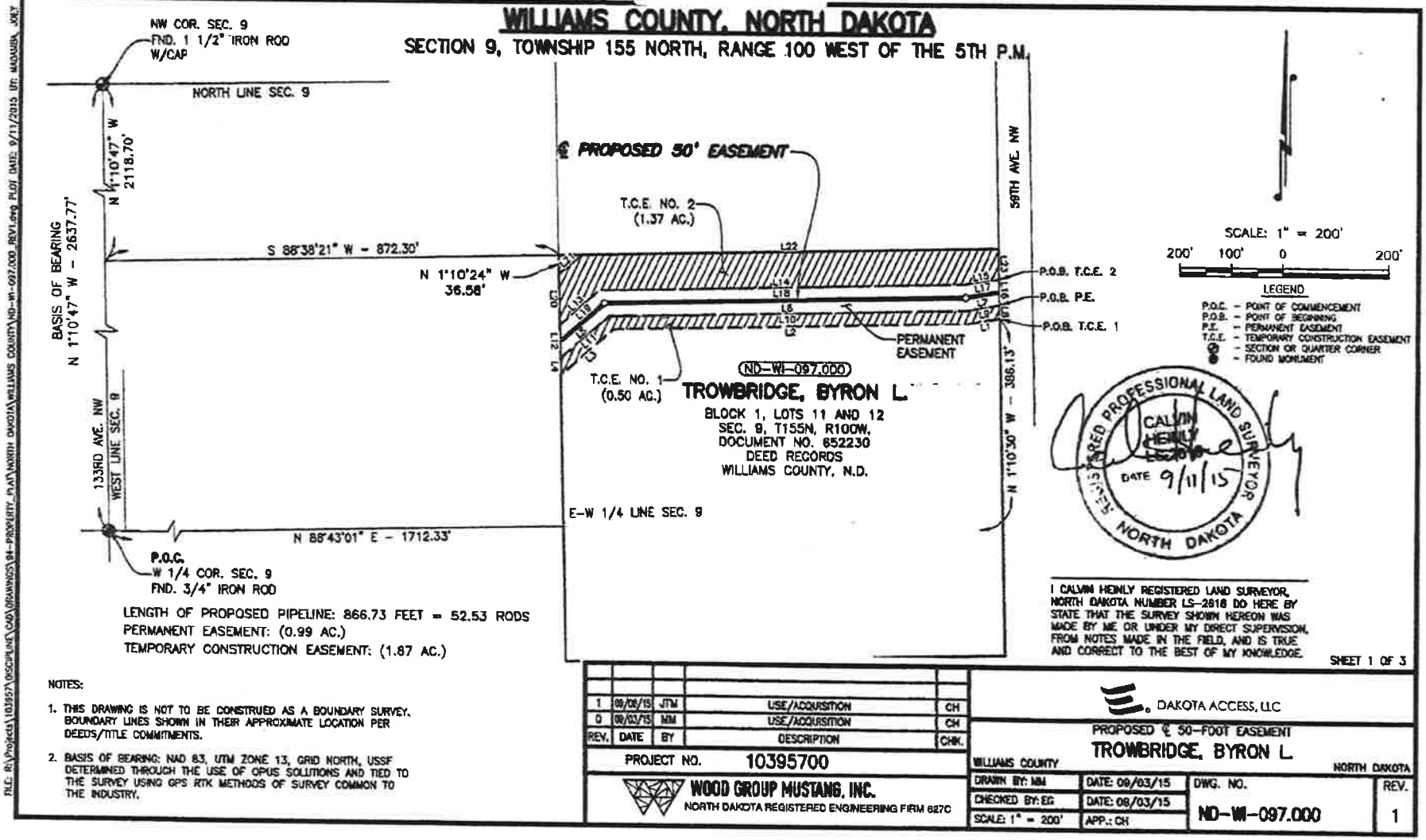
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 2016.

Notary Public

DAWNLYNN O'CONNOR
Notary Public
State of North Dakota
My Commission Expires Nov 11, 2021

My Commission Expires:_____

Exhibit A



NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

I CALVIN HEINLY REGISTERED LAND SURVEYOR, NORTH DAKOTA NUMBER LS-2818 DO HERE BY STATE THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, FROM NOTES MADE IN THE FIELD, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SHEET 1 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
1	09/08/15	JTM	USE/ACQUISITION	CH
0	09/03/15	MM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6270

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
TROWBRIDGE, BYRON L.
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 09/03/15	DWG. NO.	REV.
CHECKED BY: EG	DATE: 09/03/15	ND-WI-097.000	1
SCALE: 1" = 200'	APP.: CH		

FILE: R:\Projects\10395700\DISCIPLINES\CAD\DRAWINGS\04-PROPERTY_PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-097.000_REV1.dwg PLOT DATE: 9/11/2015 DR: MADUGBA, JOEY

WILLIAMS COUNTY, NORTH DAKOTA

SECTION 9, TOWNSHIP 155 NORTH, RANGE 100 WEST OF THE 5TH P.M.

T.C.E. No. 1 Line Table		
LINE #	LENGTH	BEARING
L1	63.13'	S80°15'46"W
L2	672.34'	S88°38'16"W
L3	136.58'	S49°16'52"W
L4	32.42'	N1°10'24"W
L5	124.88'	N49°16'52"E
L6	679.45'	N88°38'16"E
L7	65.05'	N80°15'46"E
L8	25.28'	S1°10'30"E

P.E. Line Table		
LINE #	LENGTH	BEARING
L9	85.05'	S80°15'46"W
L10	679.45'	S88°38'16"W
L11	124.88'	S49°16'52"W
L12	64.84'	N1°10'24"W
L13	101.47'	N49°16'52"E
L14	693.67'	N88°38'16"E
L15	68.93'	N80°15'46"E
L16	50.56'	S1°10'30"E

T.C.E. No. 2 Line Table		
LINE #	LENGTH	BEARING
L17	68.93'	S80°15'46"W
L18	693.67'	S88°38'16"W
L19	101.47'	S49°16'52"W
L20	97.26'	N1°10'24"W
L21	57.88'	N49°16'52"E
L22	795.60'	N88°38'21"E
L23	58.43'	S1°10'30"E

REV.	DATE	BY	DESCRIPTION	CHK.
1	09/08/15	JTM	USE/ACQUISITION	CH
0	09/03/15	MM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
TROWBRIDGE, BYRON L.
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 09/03/15	DWG. NO.	REV.
CHECKED BY: EG	DATE: 09/03/15	ND-WI-097.000	1
SCALE: N.T.S.	APP.: CH		

FILE: d:\Projects\10395700\CAD\DRAWINGS\04-PROPERTY PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-097.000 REV1.dwg PLOT DATE: 9/11/2015 BY: MMAHAFFA, JDEY

WILLIAMS COUNTY, NORTH DAKOTA

SECTION 9, TOWNSHIP 155 NORTH, RANGE 100 WEST OF THE 5TH P.M.

Permanent Easement Description

A 50.0 foot wide Permanent Easement:
That part of Lots 1, 11 & 12, Block 1 of Flaten Subdivision in Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as the Byron L. Trowbridge parcel as recorded in Document No. 652230, Deed Records, Williams County; Commencing at a ¼ inch iron rod found at the Southwest corner of the Northwest Quarter (NW 1/4) of Section 9; thence N88°43'01"E 1712.33 feet to the East line of said Trowbridge parcel; thence N01°10'30"W 411.41 feet along the East Line of said Trowbridge parcel to the Point of Beginning; thence S80°15'46"W 85.06 feet along the Southeasterly side of the permanent easement to a point; thence S88°38'16"W 679.45 feet to a point; thence S49°16'52"W 124.88 feet to a point on the West line of said Trowbridge parcel; thence N01°10'24"W 64.84 feet along the West line of said Trowbridge parcel to a point from which a 1 1/2 inch iron rod with cap found at the Northwest corner of Section 9 bears N01°10'24"W 133.84 feet, S88°38'21"W 872.30 feet and N01°10'47"W 2118.70 feet; thence N49°16'52"E 101.47 feet along said Northwesterly side of the permanent easement to a point; thence N88°38'16"E 693.67 feet to a point; thence N80°15'46"E 68.93 feet to a point on the East line of said Trowbridge parcel; thence S01°10'30"E 50.56 feet along the east line of said Trowbridge parcel to the Point of Beginning. Said permanent easement contains 0.99 acres, more or less.

Temporary Construction Easements (T.C.E.)

Temporary Construction Easement #1:
That part of Lots 1, 11 & 12, Block 1 of Flaten Subdivision in Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as the Byron L. Trowbridge parcel as recorded in Document No. 652230, Deed Records, Williams County; Commencing at a 3/4 inch iron Rod found at the Southwest corner of the Northwest Quarter (NW 1/4) of Section 9; thence N88°43'01"E 1712.33 feet to the East line of said Trowbridge parcel; thence N01°10'30"W 386.13 feet along the East Line of said Trowbridge parcel to the Point of Beginning; thence S80°15'46"W 63.13 feet along the Southeasterly side of the temporary construction easement to a point; thence S88°38'16"W 672.34 feet to a point; thence S49°16'52"W 136.58 feet to a point on the West line of said Trowbridge parcel; thence N01°10'24"W 32.42 feet along the West line of said Trowbridge parcel to a point from which a 1 1/2 inch iron rod with cap found at the Northwest corner of Section 9 bears N01°10'24"W 198.68 feet, S88°38'21"W 872.30 feet and N01°10'47"W 2118.70 feet; thence N49°16'52"E 124.88 feet along said Northwesterly side of the temporary construction easement to a point; thence N88°38'16"E 679.45 feet to a point; thence N80°15'46"E 65.06 feet to a point on the East line of said Trowbridge parcel; thence S01°10'30"E 25.28 feet along the east line of said Trowbridge parcel to the Point of Beginning. Said temporary construction easement contains 0.50 acres, more or less.

Temporary Construction Easement #2:
That part of Lots 1, 11 & 12, Block 1 of Flaten Subdivision in Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as the Byron L. Trowbridge parcel as recorded in Document No. 652230, Deed Records, Williams County; Commencing at a 3/4 inch iron rod found at the Southwest corner of the Northwest Quarter (NW 1/4) of Section 9; thence N88°43'01"E 1712.33 feet to the East line of said Trowbridge parcel; thence N01°10'30"W 461.97 feet along the East Line to the Northeast corner of said Trowbridge parcel to the Point of Beginning; thence S80°15'46"W 68.93 feet along the Southeasterly side of the temporary construction easement to a point; thence S88°38'16"W 693.67 feet to a point; thence S49°16'52"W 101.47 feet to a point on the West line of said Trowbridge parcel; thence N01°10'24"W 97.26 feet along the West line of said Trowbridge parcel to a point from which a 1 1/2 inch iron rod with cap found at the Northwest corner of Section 9 bears N01°10'24"W 36.58 feet, S88°38'21"W 872.30 feet and N01°10'47"W 2118.70 feet; thence N49°16'52"E 57.68 feet along the Northwesterly side of said temporary construction easement to a point on the North line of said Trowbridge; thence N88°38'21"E 795.60 feet along the North line of said Trowbridge parcel to a point; thence S01°10'30"E 59.43 feet along the east line of said Trowbridge parcel to the Point of Beginning. Said temporary construction easement contains 1.37 acres, more or less.

REV.	DATE	BY	DESCRIPTION	CHK.
1	09/08/15	JTM	USE/ACQUISITION	CH
0	09/03/15	MM	USE /ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
TROWBRIDGE, BYRON L.
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 09/03/15	DWG. NO.	REV.
CHECKED BY: TC	DATE: 09/03/15	ND-WI-097.000	1
SCALE: N.T.S.	APP.: CH		

FILE: R:\Projects\10395\DISCIPLINE\CAD\DRAWINGS\64-PROPERTY PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-097.000_REV1.dwg PLOT DATE: 9/11/2015 BY: MIDWEST JOEY

818401
Page: 1 of 8
1/28/2016 2:47 PM
WILLIAMS COUNTY, ND PIP $41.00

[Space Above this Line for Recording Office Use Only]

MEMORANDUM OF PIPELINE EASEMENT

THIS MEMORANDUM OF PIPELINE EASEMENT is to provide notice of that certain PIPELINE EASEMENT ("Easement") dated January 13, 2016, by and between **Erving Flaten and Donna Flatten, husband and wife,** whose mailing address is **5868 133rd Ave NW, Williston, ND 58801-8987** (hereinafter referred to as "Grantor," whether one or more), and **Dakota Access, LLC**, whose address is 1300 Main Street, Houston, Texas 77002 (hereinafter referred to as "Grantee").

PLEASE TAKE NOTICE AS FOLLOWS:

1. Capitalized terms contained herein and not otherwise defined herein shall have the meanings given to such terms in the Pipeline Easement.

2. The Pipeline Easement grants to Grantee a Right-of-Way for the purposes constructing, maintaining, repairing, and removing at will one steel crude oil transmission pipeline not to exceed thirty inches (30") in diameter together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment, facilities, and appurtenances used or useful in connection with the foregoing pipeline (collectively "Pipeline Facilities"), along routes convenient for Grantee's operations, on, over, under, across and/or through certain land in the following tracts ("the Premises") located in Williams County, State of North Dakota:

All that certain lot, tract or parcel of land, containing 10.054 acres of land, more or less, situated in Lot 11 and 12 of A & F First Subdivision, Section 09, Township 155 North, Range 100 West, Williams County, North Dakota, as described in that certain Quit Claim Deed dated August 08, 1997 from Erving Flaten to Erving Flaten and Donna Flaten, husband and wife, as joint tenants, recorded as Document Number 572440, in the Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

("Subject Lands") are more specifically described or depicted on the plat or survey attached as Exhibit A to this Memorandum of Pipeline Easement.

3. The Pipeline Easement grants to Grantee a 99-year easement for the Right-of-Way described and depicted in Exhibit A, as well as the right to use, on a temporary basis, workspace adjacent to the Right-of-Way so as to allow Grantee to exercise any of the rights granted to Grantee in the Pipeline Easement.

4. This Memorandum of Pipeline Easement is placed of record in the county in which the Subject Lands are located for the purpose of placing all persons on notice of the existence of the Pipeline Easement.

5. An executed copy of the Pipeline Easement with all exhibits attached is on file in the office of the Grantee at the above-referenced address.

6. The terms and conditions of the Pipeline Easement are incorporated by reference into this Memorandum of Pipeline Easement as if fully set forth herein.

7. This Memorandum of Pipeline Easement is executed by Grantee as of the date of the acknowledgment of the signature below, but is effective for all purposes as of the date of the Pipeline Easement.

EXECUTED this 13th day of January, 2016.

GRANTOR:

Erving Flaten

Donna Flaten

GRANTEE:
Dakota Access, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared **Erving Flaten and Donna Flaten**, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of January, 2016.

Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of January, 2016.

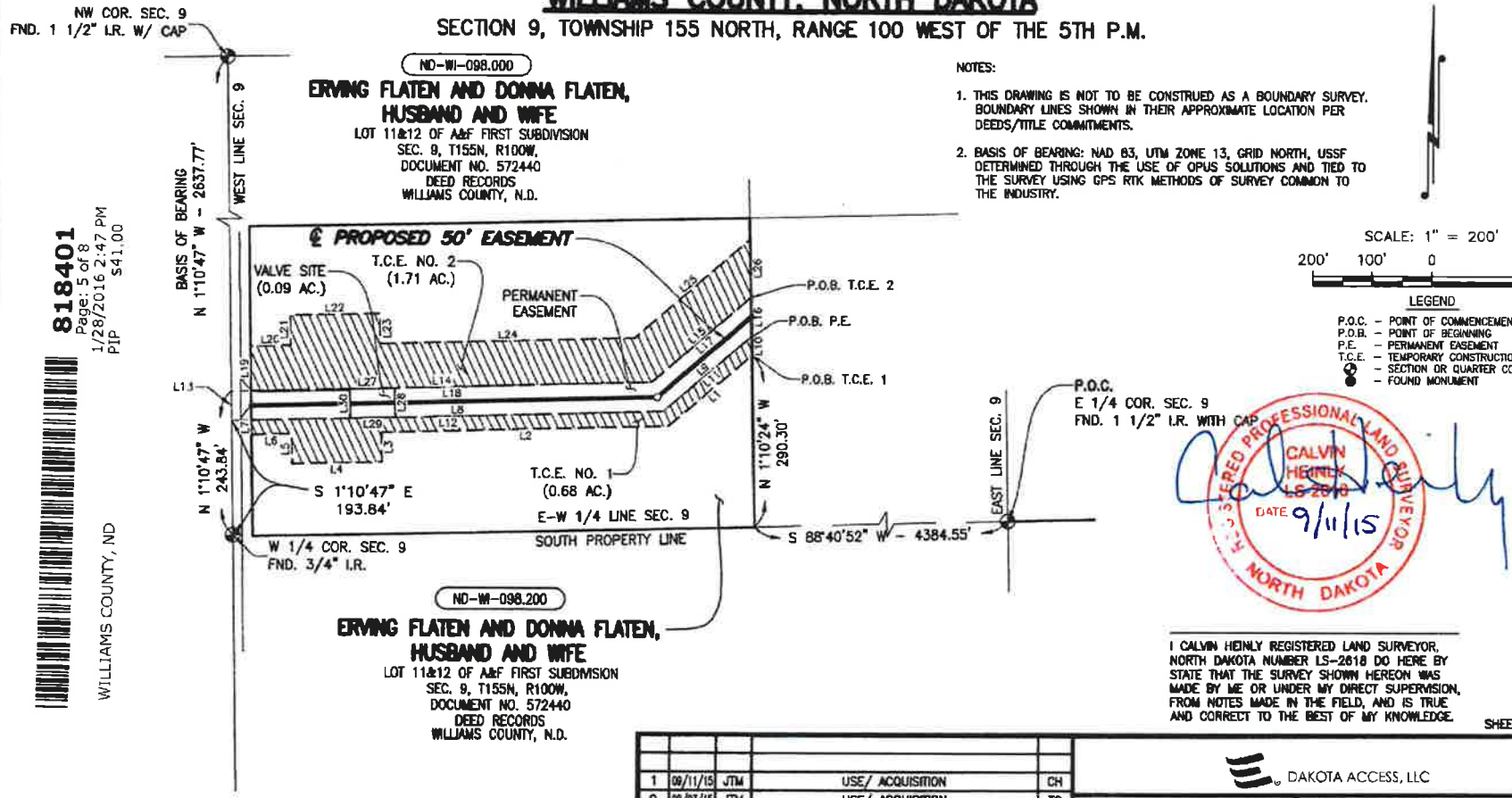
MARIA E. ACOSTA
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 11-19-2017
NOTARY ID 734652-5

Maria E. Acosta
Notary Public, State of Texas

My Commission Expires: 11-19-2017

WILLIAMS COUNTY, NORTH DAKOTA

SECTION 9, TOWNSHIP 155 NORTH, RANGE 100 WEST OF THE 5TH P.M.



NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

SCALE: 1" = 200'

200' 100' 0 200'

LEGEND

P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
P.E. – PERMANENT EASEMENT
T.C.E. – TEMPORARY CONSTRUCTION EASEMENT
– SECTION OR QUARTER CORNER
– FOUND MONUMENT

I CALVIN HEINLY REGISTERED LAND SURVEYOR, NORTH DAKOTA NUMBER LS-2618 DO HERE BY STATE THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, FROM NOTES MADE IN THE FIELD, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

REGISTERED PROFESSIONAL LAND SURVEYOR CALVIN HEINLY LS-2618 DATE 9/11/15 NORTH DAKOTA

LENGTH OF PROPOSED PIPELINE: 886.61 FEET = 53.73 RODS
PERMANENT EASEMENT: (1.06 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (2.39 AC.)
VALVE SITE: (0.09 AC.)
ACCESS ROAD: (0.10 AC.)

REV.	DATE	BY	DESCRIPTION	CHK.
1	09/11/15	JTM	USE/ ACQUISITION	CH
0	09/03/15	JTM	USE/ ACQUISITION	TC

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
ERVING FLATEN AND DONNA FLATEN, HUSBAND AND WIFE
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JTM	DATE: 09/03/15	DWG. NO.	REV.
CHECKED BY: TC	DATE: 09/03/15	ND-WI-098.000 & 098.200	1
SCALE: 1" = 200'	APP.: CH		

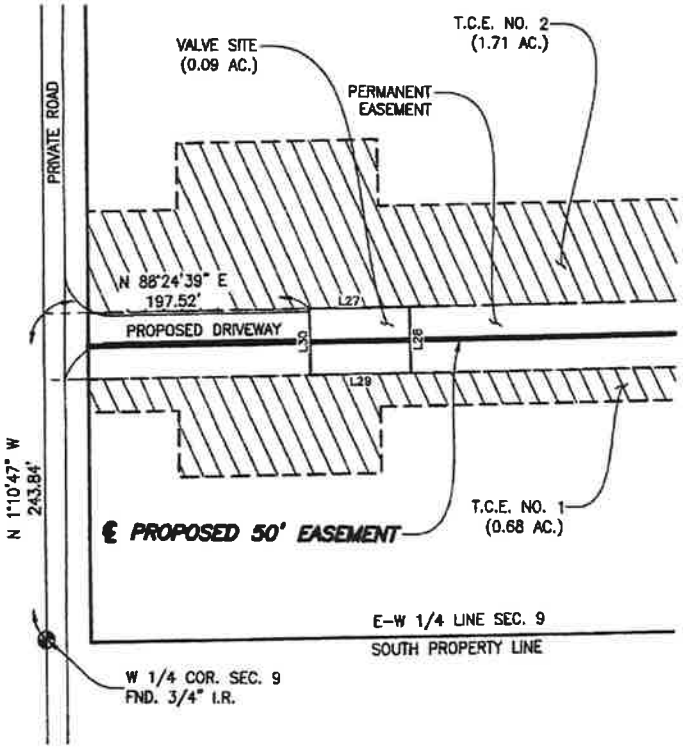
SHEET 1 OF 3

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Page: 5 of 8
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PIP
$41.00
WILLIAMS COUNTY, ND

FILE: R:\Projects\10395700\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-098.000 & 098.200 REV 1.dwg PLOT DATE: 9/11/2015 BY: MADAVIS

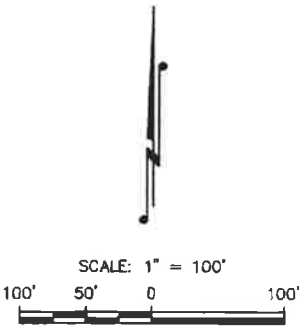
WILLIAMS COUNTY, NORTH DAKOTA

SECTION 9, TOWNSHIP 155 NORTH, RANGE 100 WEST OF THE 5TH P.M.



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WILLIAMS COUNTY, ND



T.C.E. No. 1 Line Table		
LINE #	LENGTH	BEARING
L1	183.27'	S49°16'52"W
L2	480.96'	S88°24'39"W
L3	50.00'	S1°35'21"E
L4	150.36'	S88°24'39"W
L5	50.00'	N1°10'47"W
L6	67.00'	S88°24'39"W
L7	25.00'	N1°10'47"W
L8	688.90'	N88°24'39"E
L9	195.02'	N49°16'52"E
L10	32.42'	S1°10'24"E

P.E. Line Table		
LINE #	LENGTH	BEARING
L11	195.02'	S49°16'52"W
L12	721.90'	S88°24'39"W
L13	50.00'	N1°10'47"W
L14	703.77'	N88°24'39"E
L15	218.54'	N49°16'52"E
L16	64.84'	S1°10'24"E

Valve Site Line Table		
LINE #	LENGTH	BEARING
L17	218.54'	S49°16'52"W
L18	670.77'	S88°24'39"W
L19	75.00'	N1°10'47"W
L20	67.00'	N88°24'39"E
L21	50.00'	N1°10'47"W
L22	149.64'	N88°24'39"E
L23	50.00'	S1°35'21"E
L24	426.58'	N88°24'39"E
L25	253.81'	N49°16'52"E
L26	97.26'	S1°10'24"E

Valve Site Line Table		
LINE #	LENGTH	BEARING
L27	75.00'	N88°24'39"E
L28	50.00'	S1°35'17"E
L29	75.00'	S88°24'39"W
L30	50.00'	N1°35'17"W

SHEET 2 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
1	09/11/15	JTM	USE/ ACQUISITION	CH
0	09/03/15	JTM	USE/ ACQUISITION	TC

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 827C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
ERVING FLATEN AND DONNA FLATEN, HUSBAND AND WIFE
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JTM	DATE: 09/03/15	DWG. NO.	REV.
CHECKED BY: TC	DATE: 09/03/15	ND-WI-098.000 & 098.200	1
SCALE: 1" = 100'	APP.: CH		

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WILLIAMS COUNTY, NORTH DAKOTA

SECTION 9, TOWNSHIP 155 NORTH, RANGE 100 WEST OF THE 5TH P.M.

Permanent Easement Description

A 50.0 foot wide Permanent Easement:

That part of Lots 11 & 12 of the A&F First Subdivision in the West Half (W 1/2) of Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as the Erving Flaten and Donna Flaten, husband and wife parcel as recorded in Document No. 572440, Deed Records, Williams County; Commencing at a 1 1/2 inch iron rod with cap found at the Southeast corner of the Northeast Quarter (NE 1/4) of Section 9; thence S88°40'52"W 4384.55 feet to the Southeast corner of said Flaten parcel; thence N01°10'24"W 322.72 feet along the East Line of said Flaten parcel to the Point of Beginning; thence S49°16'52"W 195.02 feet along the Southerly side of the permanent easement to a point; thence S88°24'39"W 721.90 feet to a point on the West line of said Section 9; thence N01°10'47"W 50.00 feet along the West line of said Section 9 to a point from which the 1 1/2 inch iron rod with cap found at the Northwest corner of Section 9 bears N01°10'47"W 2393.93 feet; thence N88°24'39"E 703.77 feet along said Northerly side of the permanent easement to a point; thence N49°16'52"E 218.54 feet to a point on the East line of said Flaten parcel; thence S01°10'24"E 64.84 feet along the East line of said Flaten parcel to the Point of Beginning. Said permanent easement contains 1.06 acres, more or less.

Temporary Construction Easements (T.C.E.)

Temporary Construction Easement #1:

That part of Lots 11 & 12 of the A&F First Subdivision in the West Half (W 1/2) of Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as the Erving Flaten and Donna Flaten, husband and wife parcel as recorded in Document No. 572440, Deed Records, Williams County; Commencing at a 1 1/2 inch iron rod with cap found at the Southeast corner of the Northeast Quarter (NE 1/4) of Section 9; thence S88°40'52"W 4384.55 feet to the Southeast corner of said Flaten parcel; thence N01°10'24"W 290.30 feet along the East Line of said Flaten parcel to the Point of Beginning; thence S49°16'52"W 183.27 feet along the Southerly side of the temporary construction easement to a point; thence S88°24'39"W 480.96 feet to a point; thence S01°35'21"E 50.00 feet to a point; thence S88°24'39"W 150.36 feet to a point; thence N01°10'47"W 50.00 feet to a point; thence S88°24'39"W 67.00 feet to a point on the West line of said Section 9; thence N01°10'47"W 25.00 feet along the West line of said Section 9 to a point from which the 1 1/2 inch iron rod with cap found at the Northwest corner of Section 9 bears N01°10'47"W 50.00 feet, S88°24'39"W 33.00 feet to the West line of Section 9 and N01°10'47"W 2393.93 feet; thence N88°24'39"E 688.90 feet along said Northerly side of the temporary construction easement to a point; thence N49°16'52"E 195.02 feet to a point on the East line of said Flaten parcel; thence S01°10'24"E 32.42 feet along the East line of said Flaten parcel to the Point of Beginning. Said temporary construction easement contains 0.68 acres, more or less.

Temporary Construction Easement #2:

That part of Lots 11 & 12 of the A&F First Subdivision in the West Half (W 1/2) of Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as the Erving Flaten and Donna Flaten, husband and wife parcel as recorded in Document No. 572440, Deed Records, Williams County; Commencing at a 1 1/2 inch iron rod with cap found at the Southeast corner of the Northeast Quarter (NE 1/4) of Section 9; thence S88°40'52"W 4384.55 feet to the Southeast corner of said Flaten parcel; thence N01°10'24"W 387.56 feet along the East Line of said Flaten parcel to the Point of Beginning; thence S49°16'52"W 218.54 feet along the Southerly side of the temporary construction easement to a point; thence S88°24'39"W 670.77 feet to a point on the West line of said Flaten parcel from which the 1 1/2 inch iron rod with cap found at the Northwest corner of Section 9 bears S88°24'39"W 33.00 feet and N01°10'47"W 2393.93 feet; thence N01°10'47"W 75.00 feet along the West line of said Flaten parcel to a point; thence N88°24'39"E 67.00 feet along said Northerly side of the temporary construction easement to a point; thence N01°10'47"W 50.00 feet to a point; thence N88°24'39"E 149.64 feet to a point; thence S01°35'21"E 50.00 feet to a point; thence N88°24'39"E 426.58 feet to a point; thence N49°16'52"E 253.81 feet to a point on the East line of said Flaten parcel; thence S01°10'24"E 97.26 feet along the East line of said Flaten parcel to the Point of Beginning. Said temporary construction easement contains 1.71 acres, more or less.

Volve Site (V.S.):

That part of Lots 11 & 12 of the A&F First Subdivision in the West Half (W 1/2) of Section 9, Township 155 North, Range 100 West of the 5th P.M., Williams County, North Dakota, described as the Erving Flaten and Donna Flaten, husband and wife parcel as recorded in Document No. 572440, Deed Records, Williams County; Commencing at a 3/4 inch iron rod with cap found at the Southwest corner of the Northwest Quarter (NW 1/4) of Section 9; thence N01°10'47"W 243.84 feet along the West line of said Section 9 to a point; thence N88°24'39"E 197.52 feet to the Point of Beginning; thence N88°24'39"E 75.00 feet to a point; thence S01°35'17"E 50.00 feet to a point; thence S88°24'39"E 75.00 feet to a point; thence N01°35'17"W 50.00 feet to the Point of Beginning. Said valve site contains 0.09 acres, more or less.

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WILLIAMS COUNTY, ND

SHEET 3 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
1	09/11/15	JTM	USE/ ACQUISITION	CH
0	09/03/15	JTM	USE/ ACQUISITION	TC

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6270

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT

ERVING FLATEN AND DONNA FLATEN, HUSBAND AND WIFE

WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JTM	DATE: 09/03/15	DWG. NO.	REV.
CHECKED BY: TC	DATE: 09/03/15	ND-W-098.000 & 098.200	1
SCALE: N.T.S.	APP.: CH		

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Page: 1 of 11
1/28/2016 2:47 PM
WILLIAMS COUNTY, ND EAS $40.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-100.000
PARCEL ID: 40155000007010, 40155000008020, 40155000008060, 40155000008070
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated December 22, 2015, is between **Justin Folvag, a single person,** whose mailing address is **525 22nd Street East, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing only in connection with repair, improving, , operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, , abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 520 acres of land, more or less, situated in the N½, of Section 08, NE¼ of Section 07, all in Township 155 North, Range 100 West, Williams County, North Dakota, as described in that certain Warranty Deed dated November 04, 2004, from Jerome Folvag and Claire Folvag, husband and wife, to Justin Folvag, a single person, recorded as Document Number 617824, in the Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing only in connection with repair, improving, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, must be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and ordinary damages to the Grantor's Property, excluding the Easements, resulting from initial construction of the pipeline. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for ordinary damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Grantor

agrees that the consideration paid by Grantee in this agreement includes any future damage or loss of revenue for the prohibition or restrictions on mining of scoria, coal, and gravel within the boundaries of the Permanent Easement in Section 7 of Grantor's property. Grantor agrees that the consideration paid by Grantee in this agreement includes any and all costs incurred by Grantor for installing fencing, whether temporary or permanent, along and outside the boundaries of the Easements so as to prevent Grantor's livestock from entering the Easements during the initial construction of the pipeline. Grantor is not responsible for the removal or disposal of such fencing.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages for removal of such improvements.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional

drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be for a period of 99 years, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) represents that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor.

13. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

14. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

15. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, shall be recorded in the real estate records of the county or counties where Grantor's Property lies.

16. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

17. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

18. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

EXECUTED this 22nd day of December, 2015.

GRANTOR

Justin Folvag

GRANTEE

DAKOTA ACCESS, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

THE STATE OF North Dakota §

COUNTY OF Williams §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Justin Folvag, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of December, 2015.

LORI K FOLDESI
Notary Public
State of North Dakota
My Commission Expires January 14, 2021

Notary Public

My Commission Expires: 1-14-21

818397
Page: 6 of 11
1/28/2016 2:47 PM
EAS $40.00
WILLIAMS COUNTY, ND

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris **§**

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of January, 2016

MARIA E. ACOSTA
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 11-19-2017
NOTARY ID 734652-5

Maria E. Acosta
Notary Public, State of Texas

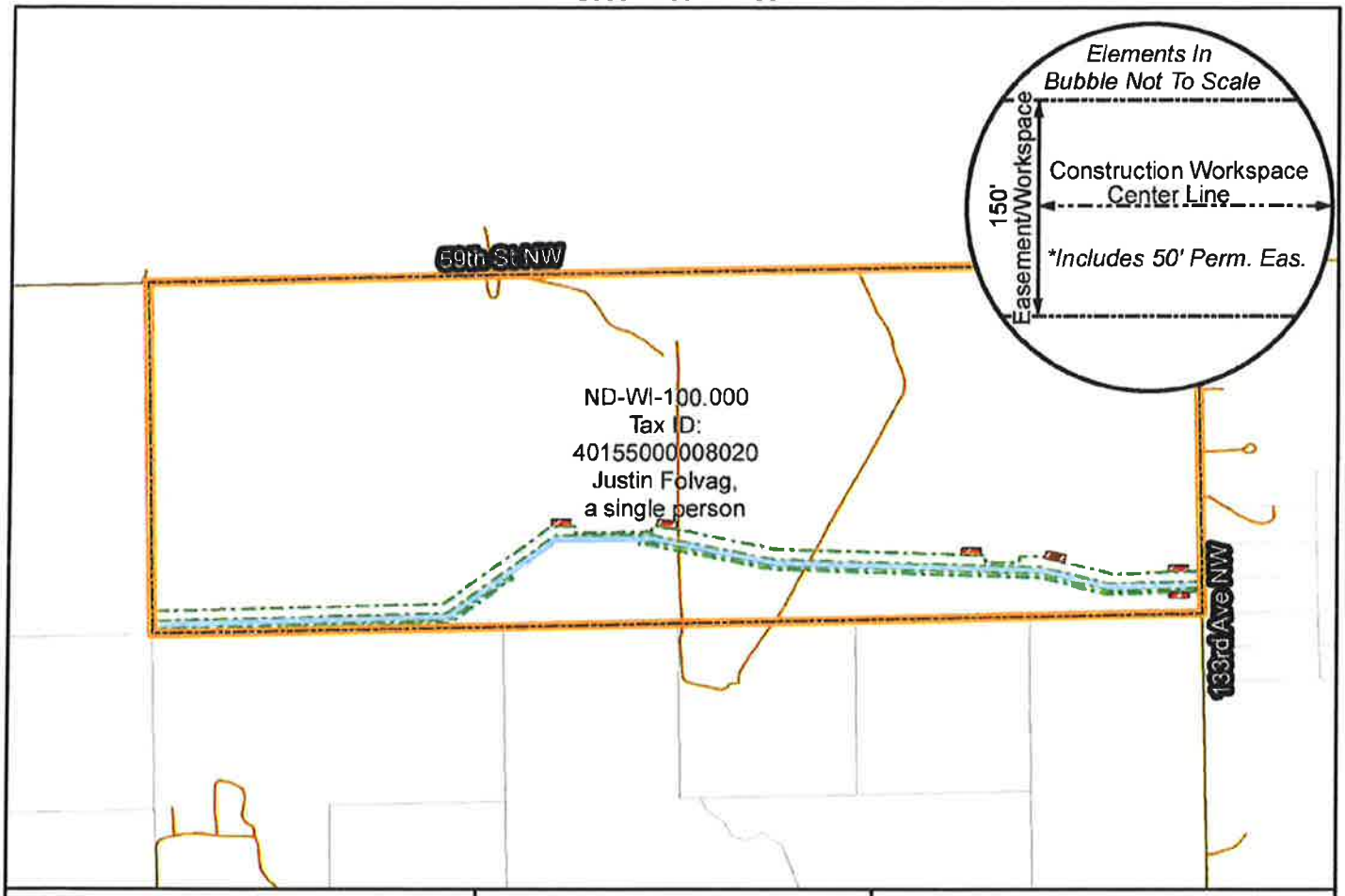
My Commission Expires: 11-19-2017

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Page: 7 of 11
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WILLIAMS COUNTY, ND
EAS $40.00

Exhibit A

WILLIAMS COUNTY, ND

S008-R100W-T155N



ROW Length: 8140.2 Ft. = 493.35 Rods
Proposed Permanent Easement: 9.34 Ac.
Temp Easement/ Workspace: 17.07 Ac.
Add Temp Easement/Workspace: 1.03 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — Feet — 2,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Justin Folvag, a single person

Tract No.: ND-WI-100.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Tuesday, November 10, 2015 1:59:27 PM

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Page: 8 of 11
1/28/2016 2:47 PM
WILLIAMS COUNTY, ND EAS $40.00

EXHIBIT B

TO

RIGHT OF WAY AGREEMENT

THIS EXHIBIT is attached to and by reference made a part of the Easement Agreement dated December 22 2015, by and between **JUSTIN FOLVAG** , Grantor, and **DAKOTA ACCESS, LLC.** As Grantee, and covering the following land in **WILLIAMS COUNTY, NORTH DAKOTA,** to-wit:

All that certain lot, tract or parcel of land, containing 520 acres of land, more or less, situated in the N½, of Section 08, NE¼ of Section 07, all in Township 155 North, Range 100 West, Williams County, North Dakota, as described in that certain Warranty Deed dated November 04, 2004, from Jerome Folvag and Claire Folvag, husband and wife, to Justin Folvag, a single person, recorded as Document Number 617824, in the Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Notwithstanding the provision of this Agreement to the contrary:

1. Wherever the term "Easement" is mentioned herein, it is intended to be one and the same as the Easement Agreement to which the Exhibit is attached.

2. In the addition to the agreed upon consideration, Grantee shall pay for future damages to the land, 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 after the initial construction of the pipeline except for any future damage or loss of revenue for the prohibition or restrictions on mining of scoria, coal, and gravel within the boundaries of the Permanent Easement in Section 7 of Grantor's property as cited in Paragraph 4 of the Easement 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 reasonable 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. Grantee shall not be liable for or indemnity Grantor against the negligence or the acts or omissions of Grantor that result in any claim, demand, and cause of action or liability for damages.

4. Grantee agrees that any consideration paid for this Easement 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 Easement Agreement after completion of initial construction.

5. All topsoil will be scraped and set to one side. Topsoil will be replaced after easement work has been completed. All rocks 4 inches or larger will be buried or disposed of following dirt work. The subject land will be restored by Grantee to as near original condition as reasonably possible after completion of work. as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full. Grantee agrees to replace or repair all fences, terraces, contours and drainage ditches and to pay any damages which may arise from the construction, maintenance and operation of said lines.

SMF CA

6. All pipelines shall be buried no less than forty eight inches (48") from the top of the pipe in cultivated areas, forty eight inches (48") from the top of the pipe in rangeland areas, and no less than twenty four inches (24") from the top of the pipe through solid rock.

7. Grantee shall perform any work reasonably 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, and grass seeding that did not grow.

8. Grantee agrees to control the presence of weeds within the Easements caused by Grantee's activities as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full. .

9. Seeding of grassland in the easement area will be seeded to a suitable grass mixture as required by Grantee's permits and other agreements.

10. Grantee's access to and from the easement is limited to travelling over the width of the right of way and Access Easement after the initial construction of pipeline.

11. Grantee agrees that it will not put any above-ground facilities on the easement except for cathodic test lead and pipeline markers. The pipeline markers will be at such locations and distances as are necessary to provide a minimum of line of sight between markers as well as to indicate all points of intersection and crossings of property boundaries, waterbodies, railroad tracks and/or roads. All necessary or required cathodic test leads will be placed in fence lines on the lands, at foreign pipeline crossings or road right of way lines.

12. Prior to initial construction of the pipeline, Grantee agrees to perform a test of the ground water for hydrocarbon levels from a source in reasonable proximity to the Pipeline Easement on Grantor's property and that information will be shared with the Grantor. Grantor agrees to designate location of and provide access to the water source from which said test is to be conducted.

13. This easement is intended for one (1) pipeline in one (1) trench. Grantee shall not transport salt water through the pipeline.

14. If, after three (3) years from the date below, construction of the pipeline has not commenced, this entire Agreement shall be terminated. In the event that use of the pipeline by Grantee, its successors and assigns shall not be maintained for the purpose herein granted for the period of three (3) consecutive years, then, upon receipt of the appropriate government approvals for abandonment, Grantee shall have no further rights in the lands or the Pipeline Easement except, at the option of Grantee, the right to abandon the subsurface pipeline facilities in place or the right and privilege to remove the Pipeline Facilities. In the event Grantee elects to remove the subsurface pipeline facilities, Grantee shall restore the surface of the Pipeline Easement as near as reasonably practicable to its condition prior to such removal. Grantee, its successors or assigns shall, within six (6) months after the abandonment in place or removal of the pipeline facilities, file with the County Recorder's officeof the county in which the Lands are located a release of the right, title and interest of Grantee in and to the lands and Pipeline Easement. If signification erosion or washouts occur, Grantee agrees to mitigate the affected area, within thirty (30) days of the occurrence, weather conditions permitting. This requirement is not intended to alleviate Grantee from any more stringent requirements set by law and/or governmental agencies.

15. The actual location of the easement has not yet been determined. Once the location of the easement has been determined, it shall in no event be located on any lands belonging to Grantor other than those which are described herein. The plat or map attached to the Easement Agreement shall be recorded with the Easement Agreement. The map or plat may not alter the terms of the easement other than to provide the exact legal description of the easement. Grantee shall provide to Grantor an as-built survey upon completion of the construction of the pipeline. This will be provided to Grantor within six (6) months of completion of construction.

16. Grantor reserves all rights to quiet enjoyment of the land and to use said land for any purpose that does not unreasonably interfere with the easement granted herein. Grantor's reserved rights include, but are not limited to, usage of the surface for farming, recreation and development along with the rights to sell said land or parts thereof and the rights to grant other easements over and under said land. All construction activities affecting the Pipeline Easement by Grantor or any third party shall be subject to the engineering and construction specification of Grantee. In addition any third party to whom an easement is granted will be required to sign Grantee's form of encroachment prior to entering on the Pipeline Easement.

17. During construction of the pipeline or any subsequent work on the pipeline, Grantee shall ensure that Grantor is not prevented from access across the easement area to ensure that Grantor, its licensees and/or invitees, has/have access to and through Grantor's land for agricultural, recreational, or any other reason. Grantee agrees to work with Grantor to ensure that earthen plugs are left along the route of the Pipeline Easement during construction or during subsequent work where Grantor will be able to cross the Pipeline Easement area without unreasonable difficulty. Such access will contemplate the need for farm implements, livestock, people and vehicles crossing the Pipeline Easement area. Grantor agrees that the consideration paid by Grantee in this agreement includes any and all costs incurred by Grantor for installing fencing, whether temporary or permanent, along and outside the boundaries of the Easements so as to prevent Grantor's livestock from entering the Easements during the initial construction of the pipeline. Grantor is not responsible for the removal or disposal of such fencing.

18. Upon completion of construction, Grantee shall keep the easement area free of garbage and debris and shall promptly remove any unnecessary and/or unused construction materials and equipment.

19. Grantee is aware that there are recorded easements located on the property wherein Grantor previously entered into an easement agreement (or agreements) covering a portion or all of the land covered herein. The exact location(s) of the easement(s) is not expressed by Grantor, nor is Grantee relying on any statements or claims by Grantor in this regard. It is incumbent upon Grantee to determine the location of the existing recorded easement(s) Grantee hereby relieves and forever holds Grantor, and Grantor's successors and assigns, free from any and all claims, lawsuits or disputes of any kind that may arise out of competing interests or conflicts as a result of various recorded easements being located on the subject property. Grantee shall not in any way be liable for any damages or claims for interference with unrecorded easements or agreements affecting the Pipeline Easement. Grantor shall communicate to Grantee any unrecorded pipelines or easements he or she has knowledge of. The exact locations of unrecorded pipelines or other easements is not expressed by Grantor, nor is Grantee relying on Grantor in this regard.

818397
Page: 11 of 11
1/28/2016 2:47 PM
EAS $40.00

WILLIAMS COUNTY, ND

COUNTY RECORDER, WILLIAMS COUNTY, ND 1/28/2016 2:47 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by Jerri Pendleson Deputy 818397

TREASURER/RECORDER WILLIAMS SEAL COUNTY STATE OF NORTH DAKOTA

EXHIBIT H-2(f)

Reroute Location 34

814289
Page: 1 of 7
10/21/2015 10:35 AM
WILLIAMS COUNTY, ND
EAS $28.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-116.300
PARCEL ID: 46155010011010
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated Sept 24th, 2015, is between **Lukenbill Family Partnership, LLLP**, whose mailing address is **13876 57th Street Northwest, Williston, ND 58801** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a twenty five foot (25') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) a temporary easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 132.79 acres of land, more or less, situated in the E½SW¼, W½SE¼, Section 11, Township 155 North, Range 101 West, Williams County, North Dakota, as described in that certain Personal Representative's Deed of Distribution, dated July 23, 1979, from Gene Iverson, Personal Representative of the Estate of Walter Lukenbill a/k/a Bud Lukenbill, deceased, to Colette M. Lukenbill, recorded as Document Number 408130 in the Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

KH

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement.. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend twelve and one half feet (12.5')outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed twenty five feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement and the Access Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement and Access Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement and Access Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement and Access Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement while the Access Easement is in effect. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

KH

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Any payment tendered by Grantee to Grantor as consideration for this agreement does not cover any actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

7. Grantor excepts from the Pipeline Easement and reserves to Grantor, rights to farm the Pipeline Easement and to graze livestock thereon; Grantor further reserves the right to build and maintain fences, terraces, power lines, pipelines, and roads across the Pipeline Easement as well as the right to fully use and enjoy the said premises in any manner on the Pipeline Easement for the purposes granted to Grantee. Grantor reserves the right to convey similar rights and privileges to such other persons and at such other times as Grantor may so desire; provided that such additional rights and privileges granted shall be exercised in a reasonable manner so as not to interfere with the rights of Grantee herein.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. After the construction of the pipeline, should the Pipeline Easement not be used for twenty four (24) consecutive months, then the Pipeline Easement shall be considered abandoned and all rights granted hereunder shall revert back to the then record holder of the land, and this Agreement shall be of no further force or effect. Grantee shall have the right for two years following any termination of this easement to remove its pipe, valves and all other property.

KH

Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor

13. During construction of the pipeline, Grantee shall haul off of the Easements on a regular basis all litter and debris caused by Grantee that are not an integral part of the pipeline. Grantee shall not permit such debris to encroach and remain upon Grantor's adjacent lands.

14. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

15. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement shall be for a term of ninety nine (99) years, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

16. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

17. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

18. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

19. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

20. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 24th day of Sept., 2015.

GRANTOR:
Lukenbill Family Partnership, LLLP

By: Karen Horob
Its: General Partner

ACKNOWLEDGMENT

THE STATE OF NORTH DAKOTA §

COUNTY OF Williams §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Karen Horob in her capacity as General Partner of Lukenbill Family Partnership, LLLP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in her stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of Sept., 2015.

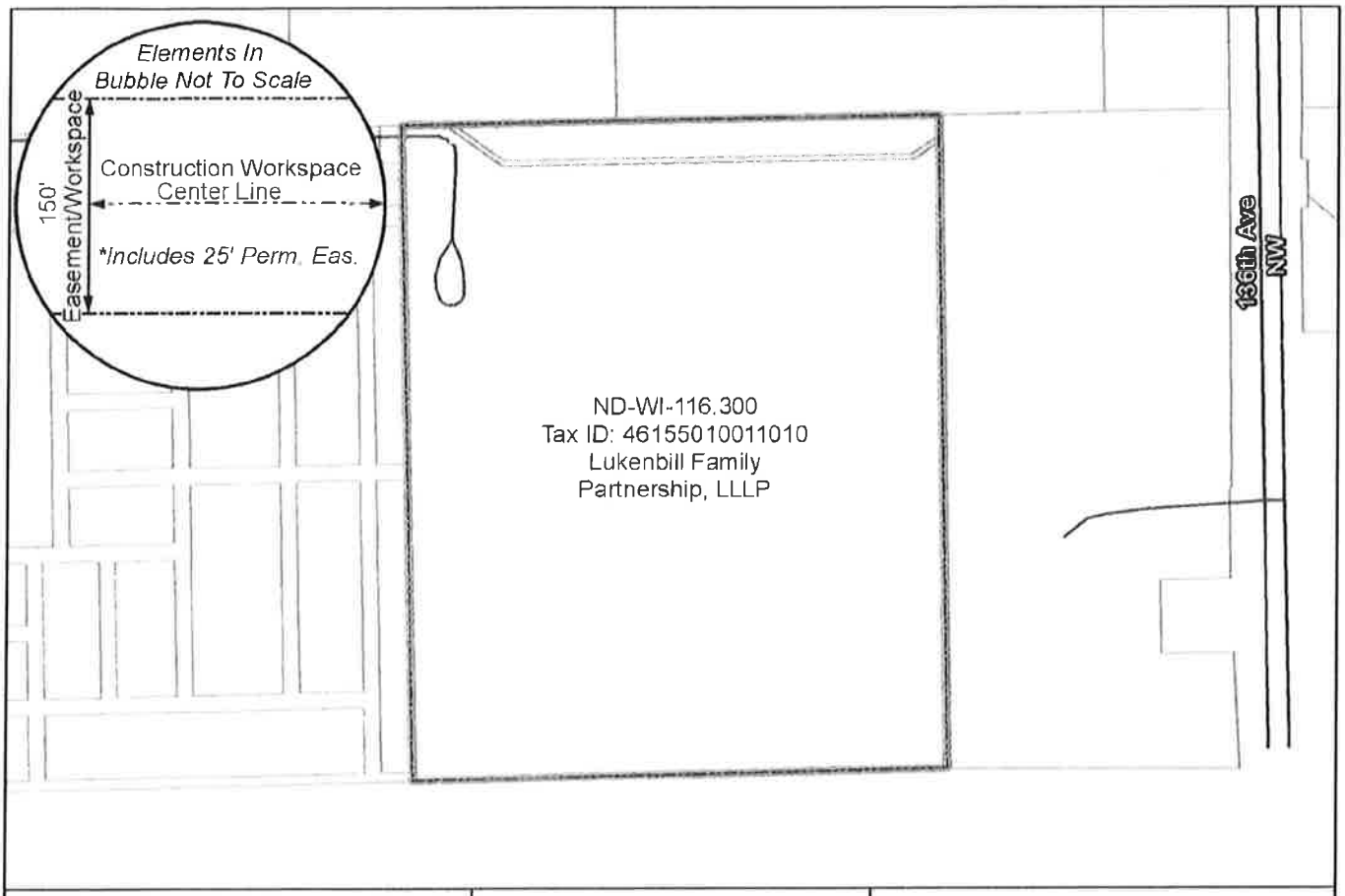
Notary Public

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

KH

Exhibit A

WILLIAMS COUNTY, ND
S011-R101W-T155N



ROW Length: 2057.45 Ft. = 124.69 Rods
Proposed Permanent Easement: 1.18 Ac.
Temp Easement/ Workspace: 5.73 Ac.
Add Temp Easement/Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — Feet — 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Lukenbill Family Partnership, LLLP

Tract No.: ND-WI-116.300

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

KH
Landowner Initials

Date Exported: Wednesday, September 23, 2015 2:11:18 PM

KH

814291
Page: 1 of 9
10/21/2015 10:35 AM
WILLIAMS COUNTY, ND
EAS $34.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-116.305, ND-WI-009.512.300
PARCEL ID: 46-155-01-00-11-020, 46-155-01-00-11-030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated SEPT 27- 2015, 2015, is between **Herbert R. Cornell Jr. and Marlene Joyce Cornell, husband and wife, as joint tenants, and not as tenants in common** , whose mailing address is **5867 Highway 85, Williston, ND 58801**, (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a twenty five foot (25') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) a temporary easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 140.21 acres of land, more or less, situated in the NE¼, of Section 11, Township 155 North, Range 101 West, Williams County, North Dakota, more particularly described in that Warranty Deed dated June 09, 1966 from Earl Heffelfinger, a widower, to Herbert R. Cornell, Jr. and Marlene Joyce Cornell, as joint tenants, and not as tenants in common, recorded as Document Number 327972, in the Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

All that certain lot, tract or parcel of land, containing 80.00 acres more or less, being situated in the E½NW¼, of Section 11, Township 155, Range 101, Williams County, North Dakota, more particularly described in Warranty Deed dated June 09, 1966 from Earl Heffelfinger, a widower, to Herbert R. Cornell, Jr. and Marlene Joyce Cornell, as joint tenants and not as tenants in common, recorded as Book 160 Deeds, Page 157, Document Number 327972, in the Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore for made.

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Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement.. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend twelve and one half feet (12.5')outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed twenty five feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement and the Access Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement and Access Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement and Access Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement and Access Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement while the Access Easement is in effect. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing

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roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Any payment tendered by Grantee to Grantor as consideration for this agreement does not cover any actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

7. Grantor excepts from the Pipeline Easement and reserves to Grantor, rights to farm the Pipeline Easement and to graze livestock thereon; Grantor further reserves the right to build and maintain fences, terraces, power lines, pipelines, and roads across the Pipeline Easement as well as the right to fully use and enjoy the said premises in any manner on the Pipeline Easement for the purposes granted to Grantee. Grantor reserves the right to convey similar rights and privileges to such other persons and at such other times as Grantor may so desire; provided that such additional rights and privileges granted shall be exercised in a reasonable manner so as not to interfere with the rights of Grantee herein.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the

North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. After the construction of the pipeline, should the Pipeline Easement not be used for twenty four (24) consecutive months, then the Pipeline Easement shall be considered abandoned and all rights granted hereunder shall revert back to the then record holder of the land, and this Agreement shall be of no further force or effect. Grantee shall have the right for two years following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor

13. During construction of the pipeline, Grantee shall haul off of the Easements on a regular basis all litter and debris caused by Grantee that are not an integral part of the pipeline. Grantee shall not permit such debris to encroach and remain upon Grantor's adjacent lands.

14. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

15. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement shall be for a term of ninety nine (99) years, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

16. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

17. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

18. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

19. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

20. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

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EXECUTED this 27th day of September, 2015.

GRANTOR:

Herbert R Cornell, Jr

Herbert R. Cornell, Jr.

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Herbert R Cornell Jr, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of September, 2015.

Christopher Smith

Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

EXECUTED this 27 day of September, 2015.

Grantor:

Marlene Cornell
Marlene Joyce Cornell

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Marlene Cornell, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of September, 2015.

Notary Public

My Commission Expires: 9-17-20

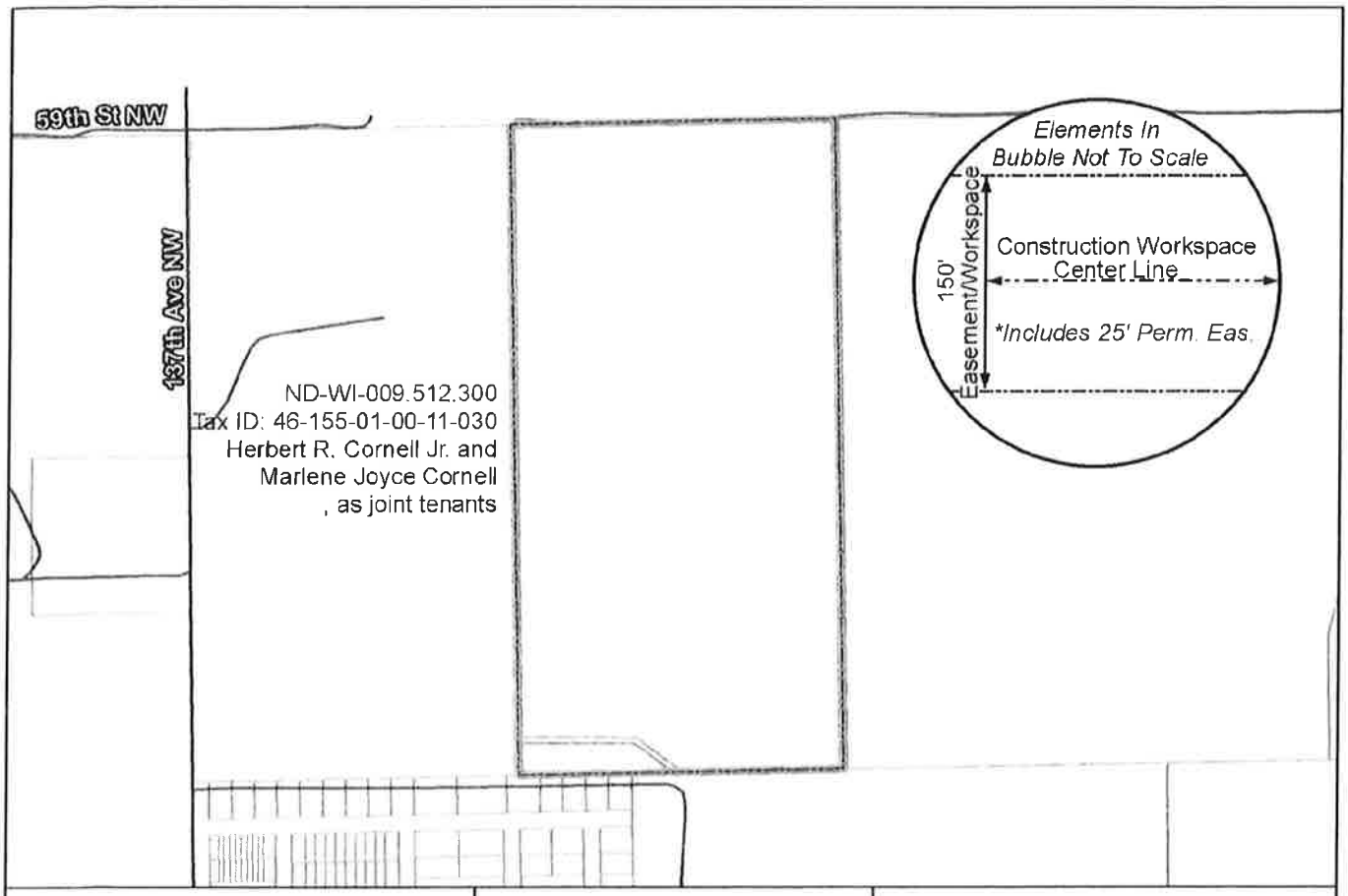
CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

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Page: 6 of 9
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WILLIAMS COUNTY, ND
EAS $34.00

814291
Page: 7 of 9
10/21/2015 10:35 AM
WILLIAMS COUNTY, ND
EAS $34.00

Exhibit A

WILLIAMS COUNTY, ND
S011-R101W-T155N



ROW Length: 687.88 Ft. = 41.69 Rods
Proposed Permanent Easement: 0.39 Ac.
Temp Easement/ Workspace: 2.15 Ac.
Add Temp Easement/Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Herbert R. Cornell Jr. and Marlene Joyce Cornell, as joint tenants

Tract No.: ND-WI-009.512.300

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

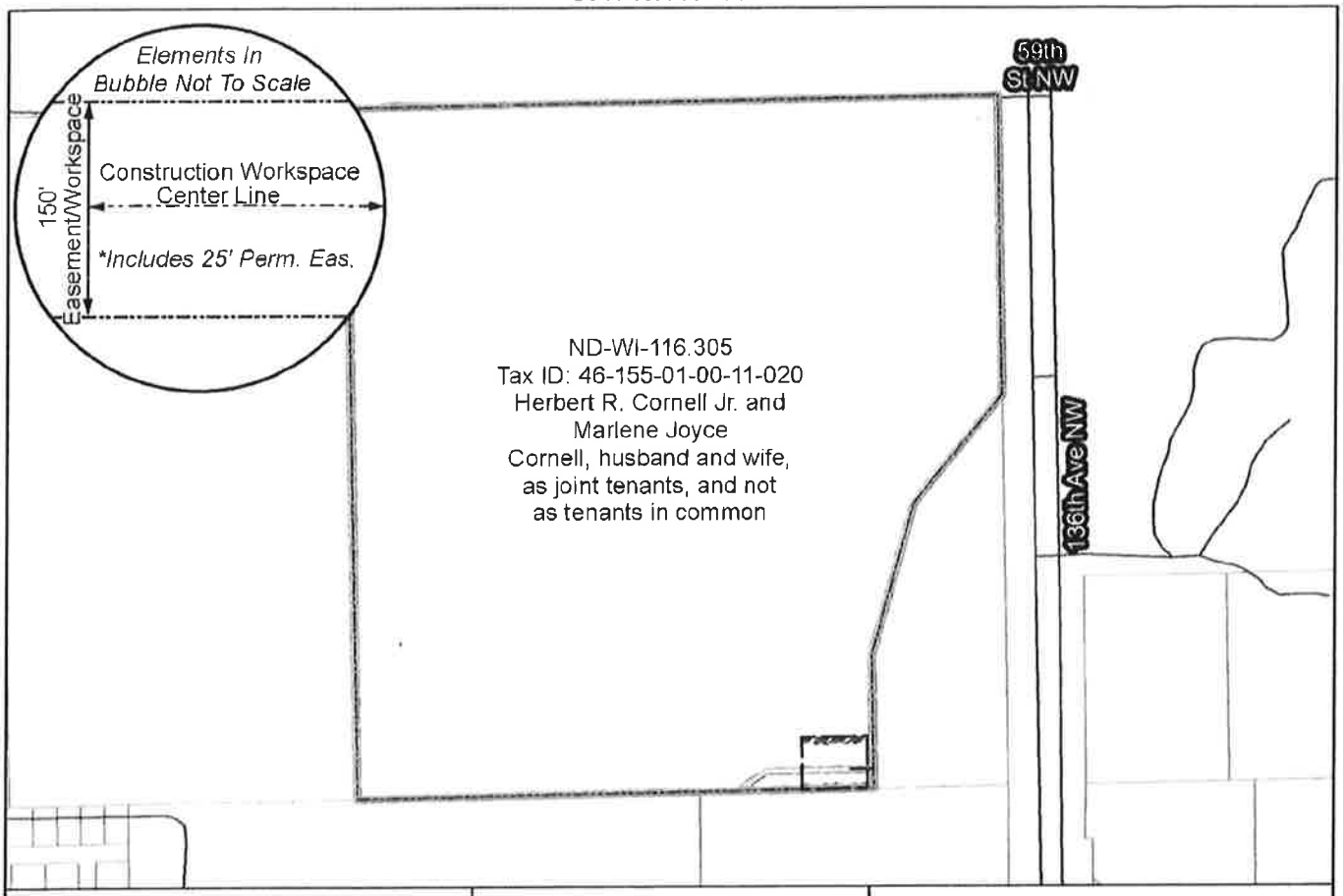
HBC. MC.
Landowner Initials

Date Exported: Wednesday, September 23, 2015 2:23:21 PM

Exhibit A

WILLIAMS COUNTY, ND

S011-R101W-T155N



ROW Length: 545.85 Ft. = 33.08 Rods
Proposed Permanent Easement: 0.31 Ac.
Temp Easement/ Workspace: 1.68 Ac.
Add Temp Easement/ Workspace: 0.27 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Herbert R. Cornell Jr. and Marlene Joyce Cornell, husband and wife, as joint

Tract No.: ND-WI-116.305

- HDD Workspace
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

HMC MC
Landowner Initials

Date Exported: Friday, September 25, 2015 8:54:36 AM

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Page: 1 of 8
10/21/2015 10:35 AM
WILLIAMS COUNTY, ND
EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-116.310
PARCEL ID: 46155010011025
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated September 22, 2015, is between **Robert P. Miller and Nadine R. Miller, husband and wife, as joint tenants and not as tenants in common,** whose mailing address is **5865 Highway 85, Williston, ND 58801**, (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a twenty five foot (25') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) a temporary easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 10.70 acres of land, more or less, being Sublot Number 01 located in the E½NE¼ of Section 11, Township 155 North, Range 101 West, Williams County, North Dakota, more particularly described in Warranty Deed dated March 03, 2008 from Herbert R. Cornell, Jr. and Marlene Joyce Cornell, husband and wife, to Robert P. Miller and Nadine R. Miller, as joint tenants and not as tenants in common, recorded as Document Number 652838, in the Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area

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immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement.. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend twelve and one half feet (12.5') outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed twenty five feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement and the Access Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement and Access Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement and Access Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement and Access Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement while the Access Easement is in effect. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if

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N. M.

Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Any payment tendered by Grantee to Grantor as consideration for this agreement does not cover any actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

7. Grantor excepts from the Pipeline Easement and reserves to Grantor, rights to farm the Pipeline Easement and to graze livestock thereon; Grantor further reserves the right to build and maintain fences, terraces, power lines, pipelines, and roads across the Pipeline Easement as well as the right to fully use and enjoy the said premises in any manner on the Pipeline Easement for the purposes granted to Grantee. Grantor reserves the right to convey similar rights and privileges to such other persons and at such other times as Grantor may so desire; provided that such additional rights and privileges granted shall be exercised in a reasonable manner so as not to interfere with the rights of Grantee herein.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. After the construction of the pipeline, should the Pipeline Easement not be used for twenty four (24) consecutive months, then the Pipeline Easement shall be considered abandoned and all rights granted hereunder shall revert back

R. M.
N. M.

to the then record holder of the land, and this Agreement shall be of no further force or effect. Grantee shall have the right for two years following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor

13. During construction of the pipeline, Grantee shall haul off of the Easements on a regular basis all litter and debris caused by Grantee that are not an integral part of the pipeline. Grantee shall not permit such debris to encroach and remain upon Grantor's adjacent lands.

14. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

15. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement shall be for a term of ninety nine (99) years, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

16. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

17. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

18. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

19. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

20. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

R.M.

N.M.

EXECUTED this 28 day of September, 2015.

GRANTOR:

Robert P. Miller

Robert P. Miller

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Robert P. Miller, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28th day of September, 2015.

Christopher Smith

Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

EXECUTED this 28 day of September, 2015.

GRANTOR:

Nadine R. Miller
Nadine R. Miller

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Nadine R. Miller, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28th day of September, 2015.

Christopher Smith
Notary Public

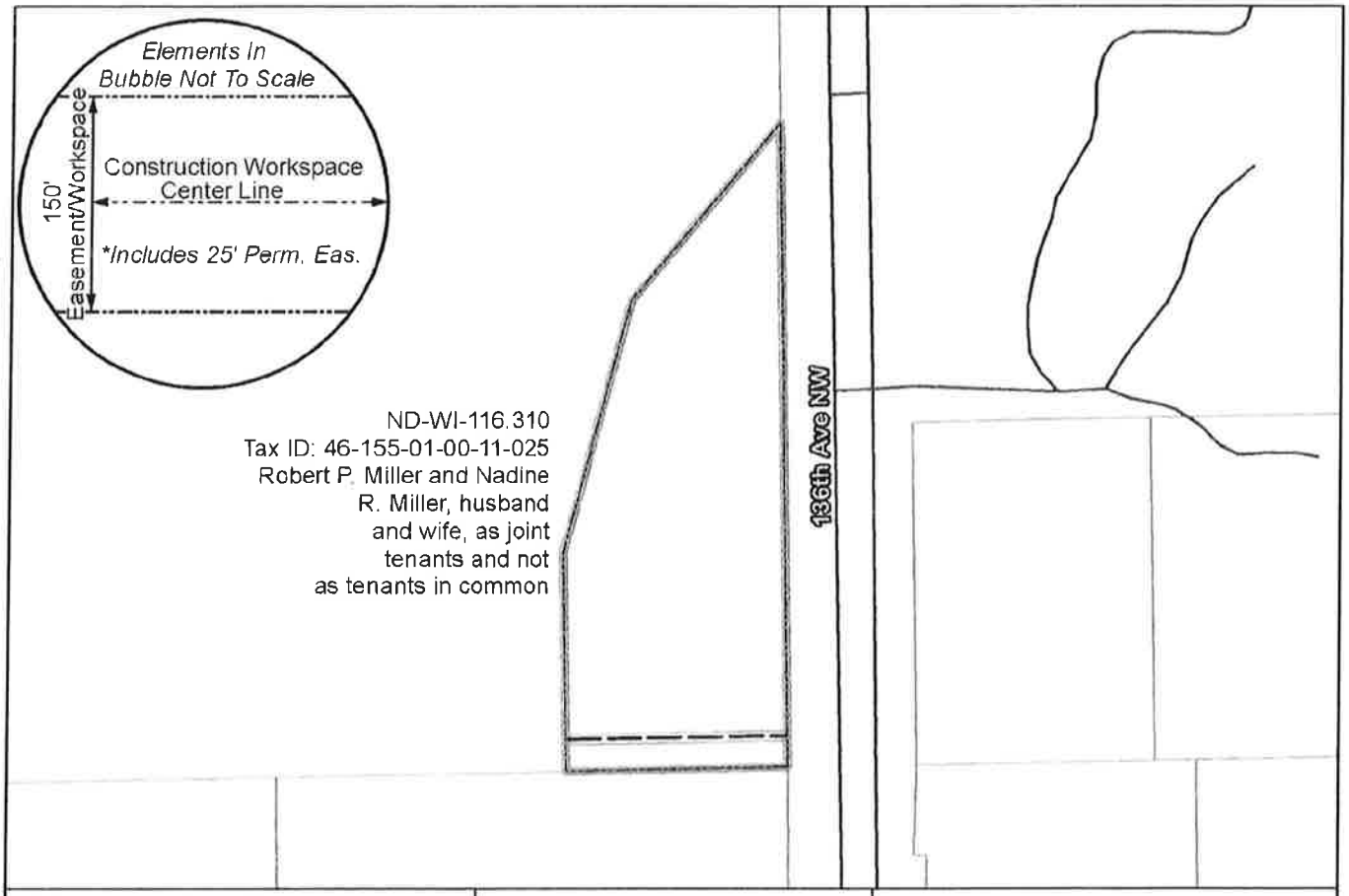
My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

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Page: 7 of 8
10/21/2015 10:35 AM
WILLIAMS COUNTY, ND
EAS $31.00

Exhibit A

WILLIAMS COUNTY, ND
S011-R101W-T155N



ROW Length: 511.23 Ft. = 30.98 Rods
Proposed Permanent Easement: 0.29 Ac.
Temp Easement/ Workspace: 0 Ac.
Add Temp Easement/Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 650 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Robert P. Miller and Nadine R. Miller, husband and wife, as joint tenants and

Tract No.: ND-WI-116.310

- HDD Workspace
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

* R.M. NM.
Landowner Initials

Date Exported: Wednesday, September 23, 2015 2:20:35 PM

814291
Page: 1 of 9
10/21/2015 10:35 AM
WILLIAMS COUNTY, ND EAS $34.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-116.305, ND-WI-009.512.300
PARCEL ID: 46-155-01-00-11-020, 46-155-01-00-11-030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated SEPT 27- 2015, 2015, is between **Herbert R. Cornell Jr. and Marlene Joyce Cornell, husband and wife, as joint tenants, and not as tenants in common**, whose mailing address is **5867 Highway 85, Williston, ND 58801**, (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a twenty five foot (25') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) a temporary easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 140.21 acres of land, more or less, situated in the NE¼, of Section 11, Township 155 North, Range 101 West, Williams County, North Dakota, more particularly described in that Warranty Deed dated June 09, 1966 from Earl Heffelfinger, a widower, to Herbert R. Cornell, Jr. and Marlene Joyce Cornell, as joint tenants, and not as tenants in common, recorded as Document Number 327972, in the Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

All that certain lot, tract or parcel of land, containing 80.00 acres more or less, being situated in the E½NW¼, of Section 11, Township 155, Range 101, Williams County, North Dakota, more particularly described in Warranty Deed dated June 09, 1966 from Earl Heffelfinger, a widower, to Herbert R. Cornell, Jr. and Marlene Joyce Cornell, as joint tenants and not as tenants in common, recorded as Book 160 Deeds, Page 157, Document Number 327972, in the Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore for made.

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Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement.. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend twelve and one half feet (12.5')outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed twenty five feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement and the Access Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement and Access Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement and Access Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement and Access Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement while the Access Easement is in effect. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing

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roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Any payment tendered by Grantee to Grantor as consideration for this agreement does not cover any actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

7. Grantor excepts from the Pipeline Easement and reserves to Grantor, rights to farm the Pipeline Easement and to graze livestock thereon; Grantor further reserves the right to build and maintain fences, terraces, power lines, pipelines, and roads across the Pipeline Easement as well as the right to fully use and enjoy the said premises in any manner on the Pipeline Easement for the purposes granted to Grantee. Grantor reserves the right to convey similar rights and privileges to such other persons and at such other times as Grantor may so desire; provided that such additional rights and privileges granted shall be exercised in a reasonable manner so as not to interfere with the rights of Grantee herein.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the

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North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. After the construction of the pipeline, should the Pipeline Easement not be used for twenty four (24) consecutive months, then the Pipeline Easement shall be considered abandoned and all rights granted hereunder shall revert back to the then record holder of the land, and this Agreement shall be of no further force or effect. Grantee shall have the right for two years following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor

13. During construction of the pipeline, Grantee shall haul off of the Easements on a regular basis all litter and debris caused by Grantee that are not an integral part of the pipeline. Grantee shall not permit such debris to encroach and remain upon Grantor's adjacent lands.

14. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

15. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement shall be for a term of ninety nine (99) years, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

16. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

17. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

18. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

19. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

20. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

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MC

EXECUTED this 27th day of September, 2015.

GRANTOR:

Herbert R Cornell, Jr

Herbert R. Cornell, Jr.

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Herbert R Cornell Jr, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of September, 2015.

Christopher Smith

Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

EXECUTED this 27 day of September, 2015.

Grantor:

Marlene Cornell
Marlene Joyce Cornell

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Marlene Cornell, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of September, 2015.

Christopher Smith
Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

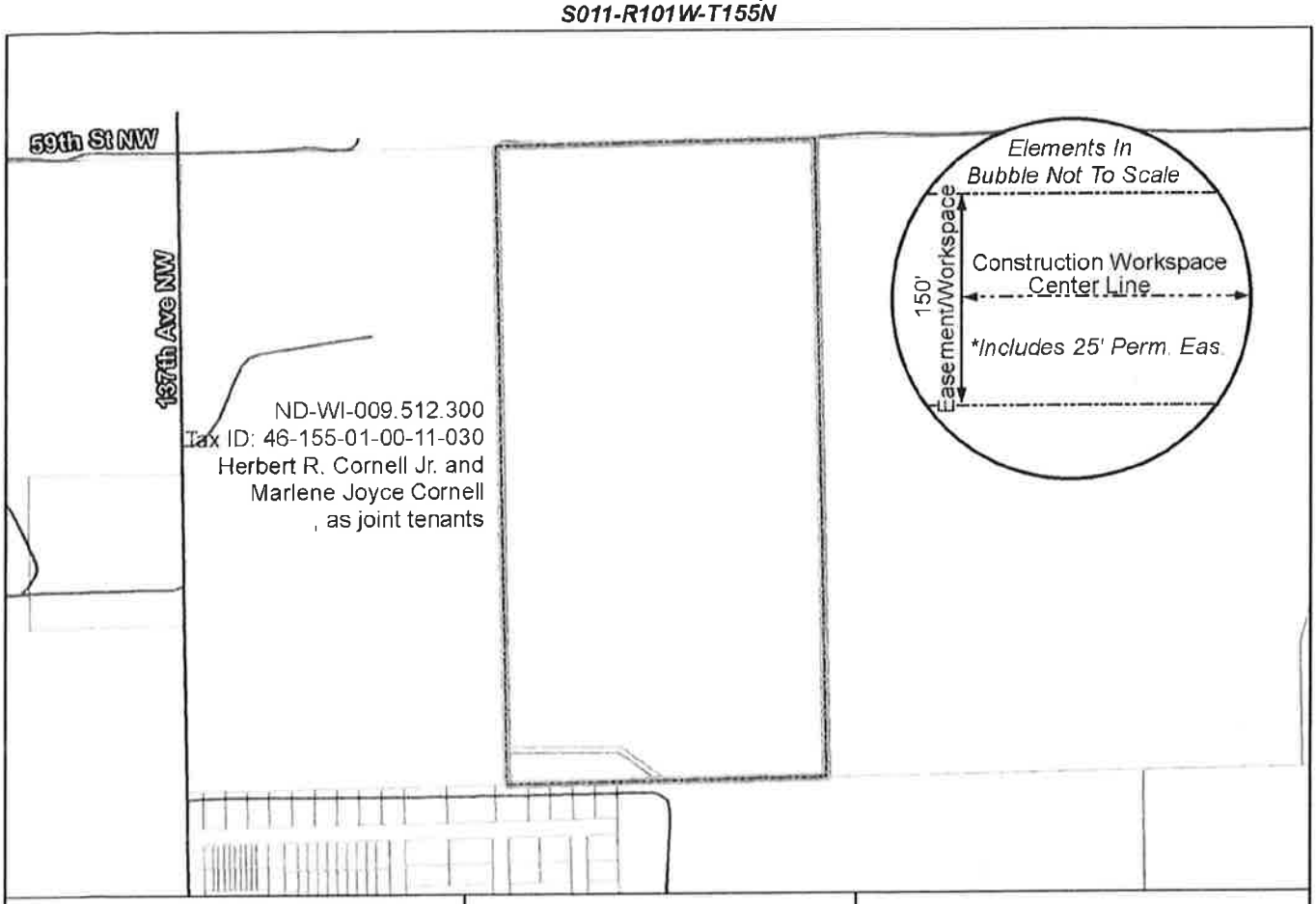
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Page: 6 of 9
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EAS $34.00

WILLIAMS COUNTY, ND

Exhibit A

WILLIAMS COUNTY, ND

S011-R101W-T155N



ROW Length: 687.88 Ft. = 41.69 Rods
Proposed Permanent Easement: 0.39 Ac.
Temp Easement/ Workspace: 2.15 Ac.
Add Temp Easement/Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Herbert R. Cornell Jr. and Marlene Joyce Cornell, as joint tenants

Tract No.: ND-WI-009.512.300

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

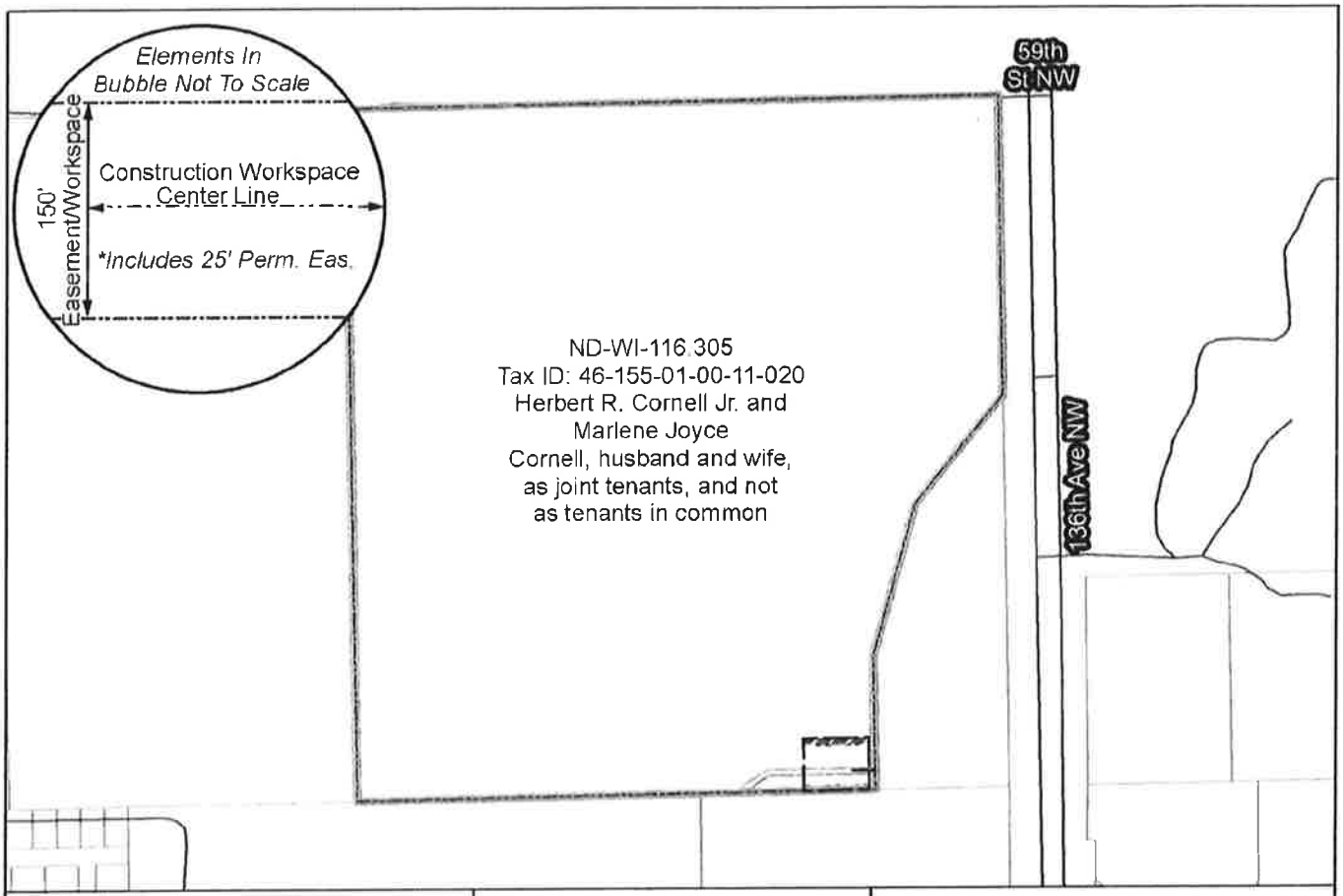
Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

HAC. MC.
Landowner Initials

Date Exported: Wednesday, September 23, 2015 2:23:21 PM

Exhibit A

WILLIAMS COUNTY, ND
S011-R101W-T155N



ROW Length: 545.85 Ft. = 33.08 Rods
Proposed Permanent Easement: 0.31 Ac.
Temp Easement/ Workspace: 1.68 Ac.
Add Temp Easement/ Workspace: 0.27 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Herbert R. Cornell Jr. and Marlene Joyce Cornell, husband and wife, as joint

Tract No.: ND-WI-116.305

- HDD Workspace
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

GHC MC
Landowner Initials

Date Exported: Friday, September 25, 2015 8:54:36 AM

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Page: 1 of 10
11/17/2015 3:16 PM
WILLIAMS COUNTY, ND
EAS $37.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-009.512.310
PARCEL ID: 46155010011035
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated October 19, 2015, is between **Robert Brian Rieder**, whose mailing address is **5825 137th Avenue Northwest, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

That certain lot, tract or parcel of land, containing 80 acres of land, more or less, situated in the W½NW¼ of Section 11, Township 155 North, Range 101 West, County of Williams, State of North Dakota, more particularly described in that Warranty Deed dated July 28, 2000 from Harriet A. Rieder, a widow, by Bobbi Jo Arnt, her attorney-in-fact to Robert Brian Rieder, recorded as Document Number 592561 in the Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore made and as more particularly described on the attached Exhibit "A".

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement, within one year of recording the same.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Pipeline Easement, and Temporary Construction Easement (while in effect)for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during

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the periods of the original construction of the pipeline. Any payment by Grantee to Grantor does not cover actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well within the Pipeline Easement and Temporary Construction Easement (while in effect); (3) remove soil or change the grade or slope; (4) intentionally impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees; notwithstanding, it is agreed between Grantor and Grantee that the Access Easement shall never be assigned without the Pipeline Easement also being assigned. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

RAK

EXECUTED this 19th day of October, 2015.

GRANTOR:

Robert Brian Rieder

Robert Brian Rieder

GRANTEE:

DAKOTA ACCESS, LLC

By: Robert Rose

Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Brian Rieder, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19th day of October, 2015.

Notary Public

My Commission Expires:_____

RYAN GELTEL
Notary Public
State of North Dakota
My Commission Expires January 30, 2018

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access , LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, 2015.

DONNA WALTERS
Notary Public, State of Texas
My Commission Expires
March 04, 2016

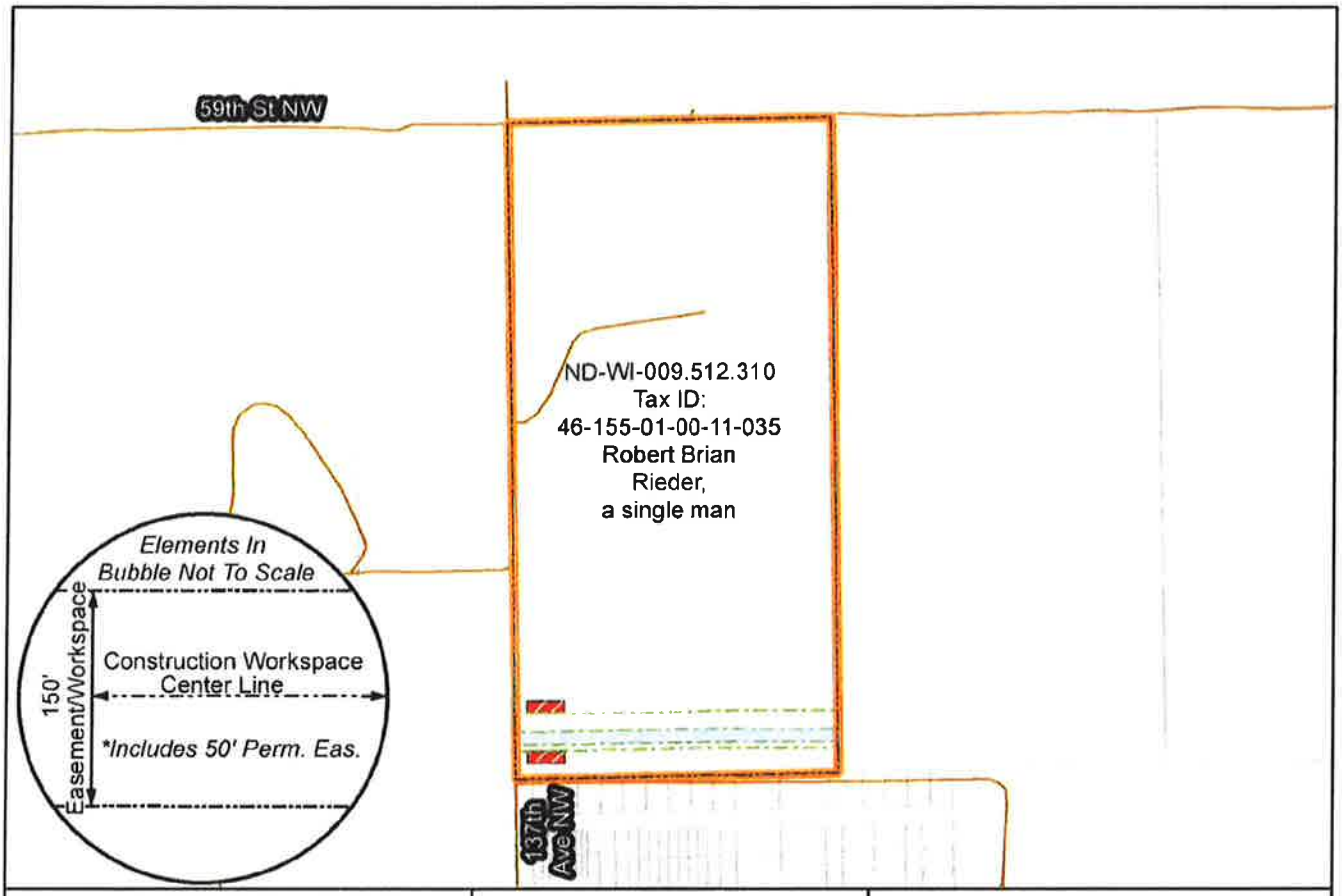
Notary Public, State of Texas

My Commission Expires:_____

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WILLIAMS COUNTY, ND
EAS $37.00

Exhibit A

WILLIAMS COUNTY, ND
S011-R101W-T155N



ROW Length: 1320.12 Ft. = 80.01 Rods
Proposed Permanent Easement: 1.52 Ac.
Temp Easement/ Workspace: 3.03 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Robert Brian Rieder, a single man

Tract No.: ND-WI-009.512.310

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

AWR
Landowner Initials

Date Exported: Tuesday, October 06, 2015 11:07:12 AM

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WILLIAMS COUNTY, ND
EAS $37.00

Exhibit "B" Addendum to Easement

Grantor(s): Robert Brian Rieder
Grantee: Dakota Access, LLC

Notwithstanding anything to the contrary in the Easement Agreement to which this Exhibit "B" is attached and made part of, the provisions of this Exhibit "B" shall prevail wherever in conflict with the provisions of the Easement Agreement. In addition, this Exhibit "B" shall attach to and be recorded in the Williams County Recorder's Office in connection with the Easement Agreement.

COMPACTION. In the event that Grantors have "no-till" farm/croplands over which Grantee's operations described herein are conducted, as soon as reasonably practical after completion of the Facilities and within (2) years from commencement of construction, Grantee shall fill in the ground above the Facilities with a suitable crown of earth and shall properly grade and level the location, compacting as needed, to reclaim said lands to reasonable "no-till" conditions.

GRANTOR INDEMNITY. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the pipelines by Grantee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

REASONABLE AND PRUDENT OPERATIONS. Grantee will conduct its operations related to this Easement in a reasonable and prudent manner with a view toward protecting the Grantor and the Grantor's land, and the environment. Grantee understands that the Grantor makes no representation as to the condition of the surface for any particular purpose other than agricultural use. Grantee further understands that this Easement is subject to all liens, leases, easements, servitudes, rights-of-way, oil and gas leases, reservations and other matters of record or apparent on the land in question. Grantee shall obey all laws, ordinances and regulations of federal, state and local governments in connection with possessing such easement.

ABANDONMENT CLAUSE. If at any time after five years from the date hereof, Grantee should abandon the rights granted herein for said pipelines and appurtenances constructed upon said land and if such abandonment should continue for a continuous period of as long as one year, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns. Grantee shall have the right for two years following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

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CERTAIN BEHAVIORS PROHIBITED. Grantee shall not allow or permit any of its employees, authorized agents, invitees, or other persons under its direction or control: to carry any firearms or other weapons onto the Grantor's property, including that portion thereof included in this easement, do any hunting or camping on said property, have any open fires on said property, or use any alcohol or drugs in the easement area or on the Grantor's surrounding property.

MAINTENANCE. Grantee agrees to perform work requested by Grantors for the maintenance of the easement to ensure its condition does not adversely impact Grantors' 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.

QUIET ENJOYMENT. Grantors reserve all rights to quiet enjoyment of the land and to use said land for any purpose that does not unreasonably interfere with the easement granted herein. Grantors' reserved rights include, but are not limited to, usage of the surface for farming, recreation and development along with the rights to sell said land or parts thereof and the rights to grant other easements over and under said land.

MINERALS. The easement agreement does not include granting mineral rights in said area to grantee.

ABOVEGROUND STRUCTURES. There shall be no above ground structures granted by this easement.

FENCE. If Grantor's fence is cut during construction, posts will be installed to brace the areas on either side of the cut. Temporary Gates will be installed, as necessary. Grantee shall cause any existing fences damaged by the construction, operation, inspection, repair maintenance, replacement or removal of pipeline, to be repaired, as near as practicable, to their condition prior to such activity.

APPURTENANCE CLAUSE. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

TREES. Grantee agrees to replace trees removed as a result of the installation of the pipeline by a ratio of two new trees to one damaged tree on the Grantor's property in a mutually agreed upon location. Further, Grantee shall replant the new trees on a tree line to a distance of fifteen (15) feet on each side of the pipeline, as installed. It is the intention to only have a 30 foot break of no trees in any tree line not being bored under. Grantee shall have the right, but not obligation, to trim any branches, limbs or forested canopy that encroaches into said 30 foot break. Grantee agrees that in the areas where the Pipeline is to be installed by the drill or bore methods in Section 10 of Grantor's property as depicted in Exhibit "A" to not disturb any trees, with the exceptions of the crossing of 137th Northwest and Grantee's right to trim branches, limbs, or any forested canopy that interferes with Grantee's aerial inspections of the Pipeline Easement. Lastly, on Section 9 of the Grantor's property, there stands a large prominent tree in the permanent easement area the Parties have recognized and agreed shall not be damaged or destroyed by the construction or maintenance of this easement.

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CONSTRUCTION DEVIANCE FROM EXHIBIT A. Grantee agrees to not deviate the location of the constructed pipeline a distance of greater than 75 feet from what was proposed to Grantor, and attached hereto as Exhibit "A", except as may be necessary to avoid the large prominent tree mentioned in the previous paragraph. Any change in location greater than 75 feet from what was proposed to Grantor and attached hereto as Exhibit "A," must be in agreed to in writing by both Parties.

ACCESS EASEMENT. By and through this Easement Agreement, the Grantor has conveyed a Temporary Access Easement in Section 10 being twenty five (25) feet in width as depicted in Exhibit A attached hereto, for the purposes of allowing access to the Pipeline Easement and Temporary Construction Easement (while in effect). Grantor agrees to allow the Temporary Access Easement to be widened by Grantee beyond twenty five feet in width at significant turns or bends so as to provide sufficient space for Grantee to transport its equipment along the Temporary Access Easement. The Parties acknowledge the conveyance is for the initial construction of the pipeline and shall terminate upon the completion of the construction of the pipeline. Further, Grantee agrees to set mats to help eliminate damage to the land, associated with the Temporary Access Easement if the weather so dictates. Lastly, upon termination of this Temporary Access Easement, the Grantee shall work and level the Temporary Access Easement Area to eliminate the compaction of soil created by the use of this Temporary Access Easement.

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WILLIAMS COUNTY, ND
EAS $37.00

COUNTY RECORDER, WILLIAMS COUNTY, ND 11/17/2015 3:16 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by Kari Evenson Deputy 815567



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11/17/2015 3:16 PM
EAS $37.00

WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-043.512
PARCEL ID: 46155010010030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated October 19, 2015, is between **Robert Brian Rieder**, whose mailing address is **5825 137th Avenue Northwest, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

That certain lot, tract or parcel of land, containing 150 acres of land, more or less, situated in the NE1/4 less NE1/4SE1/4NE1/4, and the N1/2SE1/4 of Section 10, Township 155 North, Range 101 West, Williams County, North Dakota, as described in that certain Warranty Deed dated July 28, 2000, from Harriet A. Rieder, a widow, by Bobbi Jo Arnt, her attorney-in-fact, to Robert Brian Rieder, recorded as Document No. 592561, Office of Recorder, Williams County, North Dakota, less and except any conveyances heretofore made and as more particularly described on the attached Exhibit "A".

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

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Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement, within one year of recording the same.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Pipeline Easement, and Temporary Construction Easement (while in effect)for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during

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the periods of the original construction of the pipeline. Any payment by Grantee to Grantor does not cover actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well within the Pipeline Easement and Temporary Construction Easement (while in effect); (3) remove soil or change the grade or slope; (4) intentionally impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

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10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees; notwithstanding, it is agreed between Grantor and Grantee that the Access Easement shall never be assigned without the Pipeline Easement also being assigned. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

EXECUTED this 19th day of October, 2015.

GRANTOR:

Robert Brian Rieder

Robert Brian Rieder

GRANTEE:

DAKOTA ACCESS, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Brian Rieder, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19th day of October, 2015.

Notary Public

My Commission Expires:_____

RYAN GELTEL
Notary Public
State of North Dakota
My Commission Expires January 30, 2018

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris **§**

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access , LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, 2015.

DONNA WALTERS
Notary Public, State of Texas
My Commission Expires
March 04, 2016

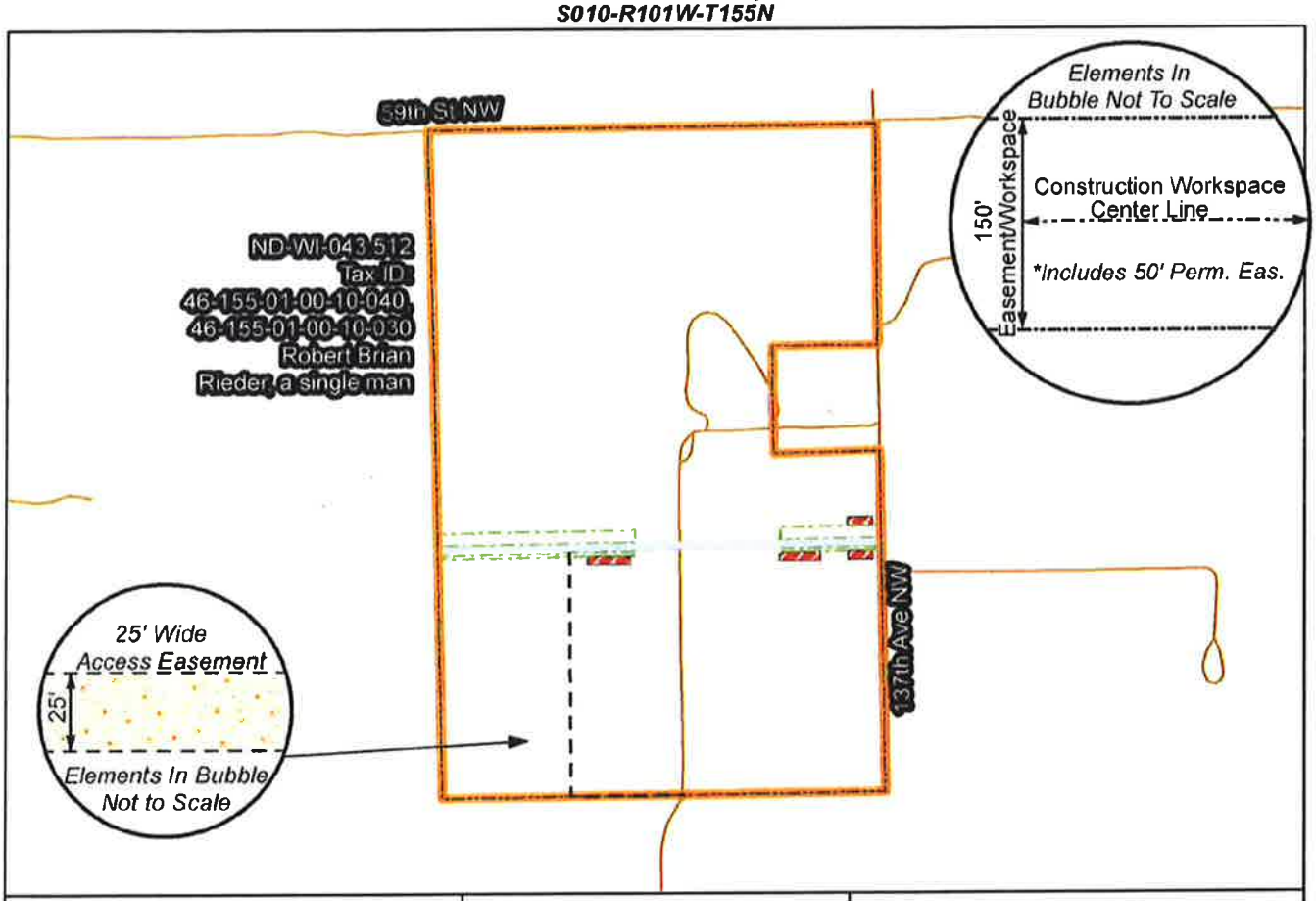
Donna Walters
Notary Public, State of Texas

My Commission Expires:_____

Exhibit A

WILLIAMS COUNTY, ND

S010-R101W-T155N



ROW Length: 2635.36 Ft. = 159.72 Rods
Proposed Permanent Easement: 3.02 Ac.
Temp Easement/ Workspace: 4.09 Ac.
Add Temp Easement/ Workspace: 0.92 Ac.
25' Wide Access Easement Ln: 2118.02 Ft.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Robert Brian Rieder, a single man

Tract No.: ND-WI-043.512

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

RRB
Landowner Initials

Date Exported: Wednesday, October 07, 2015 5:11:54 PM

Exhibit "B" Addendum to Easement

Grantor(s): Robert Brian Rieder
Grantee: Dakota Access, LLC

Notwithstanding anything to the contrary in the Easement Agreement to which this Exhibit "B" is attached and made part of, the provisions of this Exhibit "B" shall prevail wherever in conflict with the provisions of the Easement Agreement. In addition, this Exhibit "B" shall attach to and be recorded in the Williams County Recorder's Office in connection with the Easement Agreement.

COMPACTION. In the event that Grantors have "no-till" farm/croplands over which Grantee's operations described herein are conducted, as soon as reasonably practical after completion of the Facilities and within (2) years from commencement of construction, Grantee shall fill in the ground above the Facilities with a suitable crown of earth and shall properly grade and level the location, compacting as needed, to reclaim said lands to reasonable "no-till" conditions.

GRANTOR INDEMNITY. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the pipelines by Grantee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

REASONABLE AND PRUDENT OPERATIONS. Grantee will conduct its operations related to this Easement in a reasonable and prudent manner with a view toward protecting the Grantor and the Grantor's land, and the environment. Grantee understands that the Grantor makes no representation as to the condition of the surface for any particular purpose other than agricultural use. Grantee further understands that this Easement is subject to all liens, leases, easements, servitudes, rights-of-way, oil and gas leases, reservations and other matters of record or apparent on the land in question. Grantee shall obey all laws, ordinances and regulations of federal, state and local governments in connection with possessing such easement.

ABANDONMENT CLAUSE. If at any time after five years from the date hereof, Grantee should abandon the rights granted herein for said pipelines and appurtenances constructed upon said land and if such abandonment should continue for a continuous period of as long as one year, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns. Grantee shall have the right for two years following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

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CERTAIN BEHAVIORS PROHIBITED. Grantee shall not allow or permit any of its employees, authorized agents, invitees, or other persons under its direction or control: to carry any firearms or other weapons onto the Grantor's property, including that portion thereof included in this easement, do any hunting or camping on said property, have any open fires on said property, or use any alcohol or drugs in the easement area or on the Grantor's surrounding property.

MAINTENANCE. Grantee agrees to perform work requested by Grantors for the maintenance of the easement to ensure its condition does not adversely impact Grantors' 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.

QUIET ENJOYMENT. Grantors reserve all rights to quiet enjoyment of the land and to use said land for any purpose that does not unreasonably interfere with the easement granted herein. Grantors' reserved rights include, but are not limited to, usage of the surface for farming, recreation and development along with the rights to sell said land or parts thereof and the rights to grant other easements over and under said land.

MINERALS. The easement agreement does not include granting mineral rights in said area to grantee.

ABOVEGROUND STRUCTURES. There shall be no above ground structures granted by this easement.

FENCE. If Grantor's fence is cut during construction, posts will be installed to brace the areas on either side of the cut. Temporary Gates will be installed, as necessary. Grantee shall cause any existing fences damaged by the construction, operation, inspection, repair maintenance, replacement or removal of pipeline, to be repaired, as near as practicable, to their condition prior to such activity.

APPURTENANCE CLAUSE. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

TREES. Grantee agrees to replace trees removed as a result of the installation of the pipeline by a ratio of two new trees to one damaged tree on the Grantor's property in a mutually agreed upon location. Further, Grantee shall replant the new trees on a tree line to a distance of fifteen (15) feet on each side of the pipeline, as installed. It is the intention to only have a 30 foot break of no trees in any tree line not being bored under. Grantee shall have the right, but not obligation, to trim any branches, limbs or forested canopy that encroaches into said 30 foot break. Grantee agrees that in the areas where the Pipeline is to be installed by the drill or bore methods in Section 10 of Grantor's property as depicted in Exhibit "A" to not disturb any trees, with the exceptions of the crossing of 137th Northwest and Grantee's right to trim branches, limbs, or any forested canopy that interferes with Grantee's aerial inspections of the Pipeline Easement. Lastly, on Section 9 of the Grantor's property, there stands a large prominent tree in the permanent easement area the Parties have recognized and agreed shall not be damaged or destroyed by the construction or maintenance of this easement.

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CONSTRUCTION DEVIANCE FROM EXHIBIT A. Grantee agrees to not deviate the location of the constructed pipeline a distance of greater than 75 feet from what was proposed to Grantor, and attached hereto as Exhibit "A", except as may be necessary to avoid the large prominent tree mentioned in the previous paragraph. Any change in location greater than 75 feet from what was proposed to Grantor and attached hereto as Exhibit "A," must be in agreed to in writing by both Parties.

ACCESS EASEMENT. By and through this Easement Agreement, the Grantor has conveyed a Temporary Access Easement in Section 10 being twenty five (25) feet in width as depicted in Exhibit A attached hereto, for the purposes of allowing access to the Pipeline Easement and Temporary Construction Easement (while in effect). Grantor agrees to allow the Temporary Access Easement to be widened by Grantee beyond twenty five feet in width at significant turns or bends so as to provide sufficient space for Grantee to transport its equipment along the Temporary Access Easement. The Parties acknowledge the conveyance is for the initial construction of the pipeline and shall terminate upon the completion of the construction of the pipeline. Further, Grantee agrees to set mats to help eliminate damage to the land, associated with the Temporary Access Easement if the weather so dictates. Lastly, upon termination of this Temporary Access Easement, the Grantee shall work and level the Temporary Access Easement Area to eliminate the compaction of soil created by the use of this Temporary Access Easement.

815566
Page: 10 of 10
11/17/2015 3:16 PM
WILLIAMS COUNTY, ND
EAS $37.00

COUNTY RECORDER, WILLIAMS COUNTY, ND 11/17/2015 3:16 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by Deputy 815566

TREASURER/RECORDER WILLIAMS SEAL COUNTY STATE OF NORTH DAKOTA

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Page: 1 of 8
6/3/2015 10:34 AM
WILLIAMS COUNTY, ND EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-044.512.300
PARCEL ID: 46155010010070
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated April 22, 2015, is between **Gerald L. Halvorson and Cheryl A. Halvorson, husband and wife,** whose mailing address is **P.O. Box 1894, Williston, ND 58802 ,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 40 acres of land, more or less, situated in the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section Ten (10), in Township One Hundred Fifty-five (155) North, Range One Hundred-One (101), more particularly described in Co-Trustee Deed dated May 24th, 2006 from First National Bank and Trust Co., Jeanette Tate and Gerald G. Franke, as Co-Trustees of the George B. Franke Family Trust created by Will dated 3/16/1984, as Co-Trustees unto Gerald L. Halvorson and Cheryl A. Halvorson, husband and wife, recorded as Document #635445, office of County Recorder, of Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area

immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the

Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 22nd day of April, 2015.

GRANTOR:

Gerald L. Halvorson

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Gerald L. Halvorson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of April, 2015.

Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

EXECUTED this 22nd day of April, 2015.

GRANTOR:

Cheryl A. Halvorson

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Cheryl A. Halvorson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of April, 2015.

Notary Public

My Commission Expires: 12/17/2020

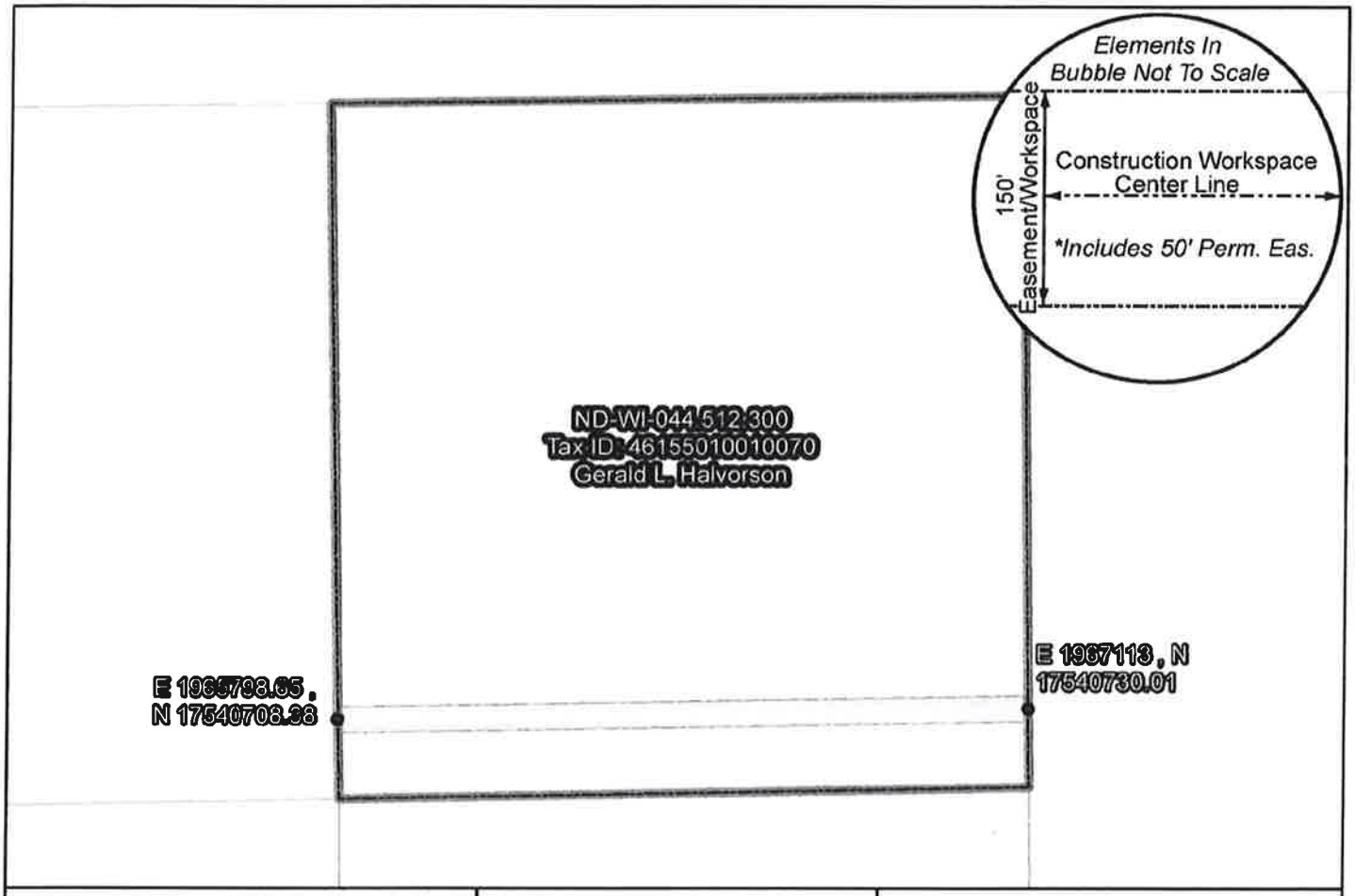
DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

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Page: 7 of 8
6/3/2015 10:34 AM
WILLIAMS COUNTY, ND
EAS $31.00

Exhibit A

WILLIAMS COUNTY, ND

S010-R101W-T155N



ROW Length: 1314.52 Ft. = 79.67 Rods

Proposed Permanent Easement: 1.51 Ac.

Temp Easement/ Workspace: 3.02 Ac.

Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet

0 500

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Gerald L. Halvorson

Tract No.: ND-WI-044.512.300

- Entry & Exit
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Friday, December 12, 2014 2:32:13 PM

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Page: 1 of 10
11/17/2015 3:16 PM
WILLIAMS COUNTY, ND
EAS $37.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-045.512.300
PARCEL ID: 46155010010080
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated October 19, , 2015, is between **Robert Brian Rieder**, whose mailing address is **5825 137th Avenue Northwest, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

That certain lot, tract or parcel of land, containing 40 acres of land, more or less, situated in the SW¼NW¼ of Section 10 in Township 155 North, Range 101 West, Williams County, North Dakota, more particularly described in that Warranty Deed dated January 19, 2011 from Gordon R. Franke a/k/a Gordon Franke, a married person dealing in his sole and separate property, Delores J. Anderson a/k/a Dolores Anderson, a widow, Jeanette L. Tate a/k/a Jeanette Tate, a widow, Anita K. Hall a/k/a Anita Hall, a single person, Gerald G. Franke a/k/a Gerald Franke, a married person dealing in his sole and separate property, Gloria G. Knowles a/k/a Gloria Knowles, a married person dealing in her sole and separate property and Barbara F. Franke a/k/a Barbara Franke, a single person, to Robert Brian Rieder a/k/a Brian Rieder, a single person, recorded as Document Number 704151, in the Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore made and as more particularly described on the attached Exhibit "A".

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area RBR

immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement, within one year of recording the same.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Pipeline Easement, and Temporary Construction Easement (while in effect)for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the RBK

Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Any payment by Grantee to Grantor does not cover actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well within the Pipeline Easement and Temporary Construction Easement (while in effect); (3) remove soil or change the grade or slope; (4) intentionally impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional

RAE

drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees; notwithstanding, it is agreed between Grantor and Grantee that the Access Easement shall never be assigned without the Pipeline Easement also being assigned. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

RBR

EXECUTED this 19th day of October, 2015.

GRANTOR:

Robert Brian Rieder

Robert Brian Rieder

GRANTEE:

DAKOTA ACCESS, LLC

By: Robert Rose

Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Brian Rieder, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19th day of October, 2015.

Ryan Geltel
Notary Public

My Commission Expires:_____

RYAN GELTEL
Notary Public
State of North Dakota
My Commission Expires January 30, 2018

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access , LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, 2015.

DONNA WALTERS
Notary Public, State of Texas
My Commission Expires
March 04, 2016

Donna Walters
Notary Public, State of Texas

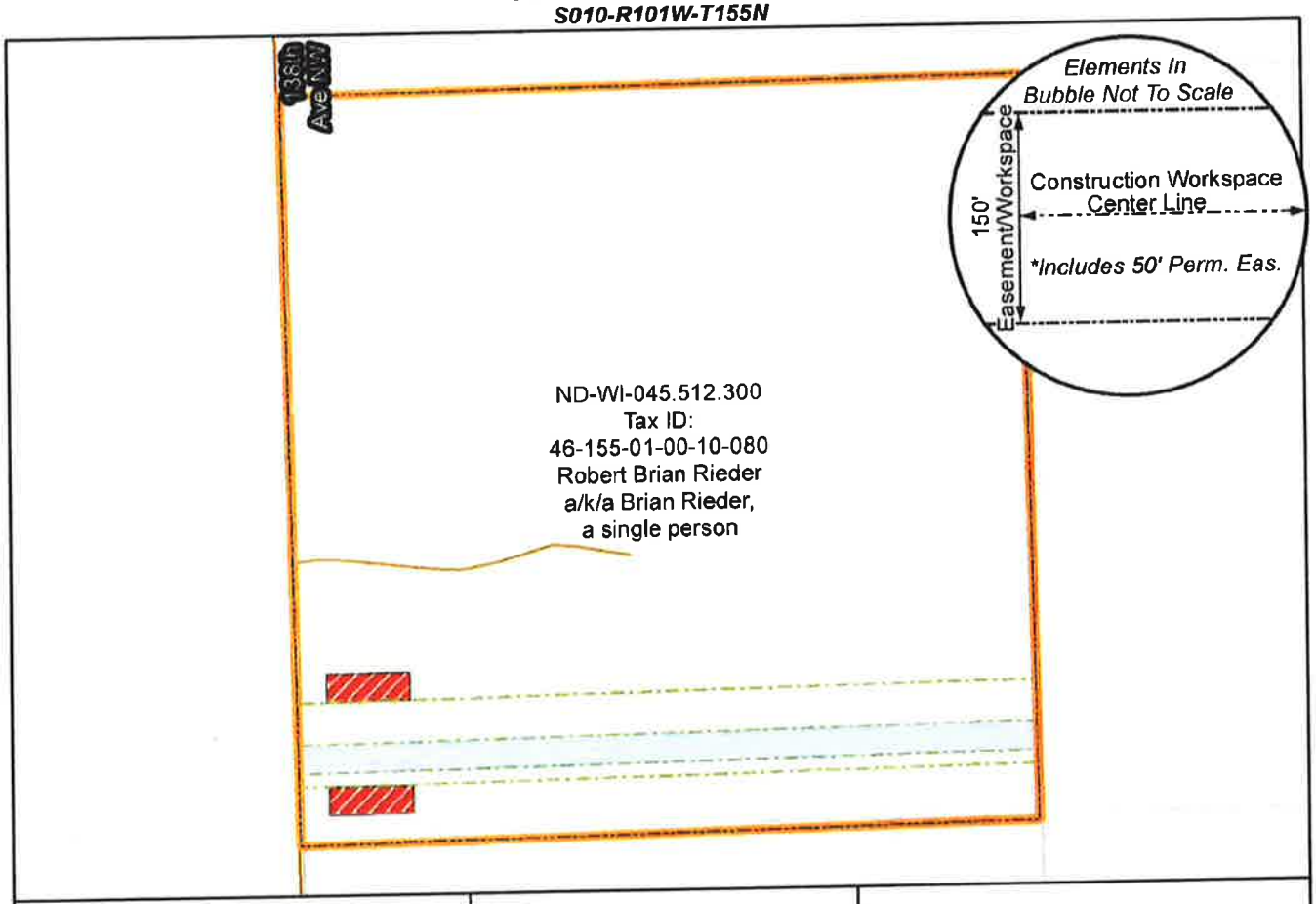
My Commission Expires:_____

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Page: 7 of 10
11/17/2015 3:16 PM
EAS $37.00
WILLIAMS COUNTY, ND

Exhibit A

WILLIAMS COUNTY, ND

S010-R101W-T155N



ROW Length: 1320.04 Ft. = 80 Rods
Proposed Permanent Easement: 1.52 Ac.
Temp Easement/ Workspace: 3.03 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 500 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Robert Brian Rieder a/k/a Brian Rieder, a single person

Tract No.: ND-WI-045.512.300

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

RBR
Landowner Initials

Date Exported: Tuesday, October 06, 2015 11:13:46 AM

Exhibit "B" Addendum to Easement

Grantor(s): Robert Brian Rieder
Grantee: Dakota Access, LLC

Notwithstanding anything to the contrary in the Easement Agreement to which this Exhibit "B" is attached and made part of, the provisions of this Exhibit "B" shall prevail wherever in conflict with the provisions of the Easement Agreement. In addition, this Exhibit "B" shall attach to and be recorded in the Williams County Recorder's Office in connection with the Easement Agreement.

COMPACTION. In the event that Grantors have "no-till" farm/croplands over which Grantee's operations described herein are conducted, as soon as reasonably practical after completion of the Facilities and within (2) years from commencement of construction, Grantee shall fill in the ground above the Facilities with a suitable crown of earth and shall properly grade and level the location, compacting as needed, to reclaim said lands to reasonable "no-till" conditions.

GRANTOR INDEMNITY. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the pipelines by Grantee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

REASONABLE AND PRUDENT OPERATIONS. Grantee will conduct its operations related to this Easement in a reasonable and prudent manner with a view toward protecting the Grantor and the Grantor's land, and the environment. Grantee understands that the Grantor makes no representation as to the condition of the surface for any particular purpose other than agricultural use. Grantee further understands that this Easement is subject to all liens, leases, easements, servitudes, rights-of-way, oil and gas leases, reservations and other matters of record or apparent on the land in question. Grantee shall obey all laws, ordinances and regulations of federal, state and local governments in connection with possessing such easement.

ABANDONMENT CLAUSE. If at any time after five years from the date hereof, Grantee should abandon the rights granted herein for said pipelines and appurtenances constructed upon said land and if such abandonment should continue for a continuous period of as long as one year, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns. Grantee shall have the right for two years following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

RBR

CERTAIN BEHAVIORS PROHIBITED. Grantee shall not allow or permit any of its employees, authorized agents, invitees, or other persons under its direction or control: to carry any firearms or other weapons onto the Grantor's property, including that portion thereof included in this easement, do any hunting or camping on said property, have any open fires on said property, or use any alcohol or drugs in the easement area or on the Grantor's surrounding property.

MAINTENANCE. Grantee agrees to perform work requested by Grantors for the maintenance of the easement to ensure its condition does not adversely impact Grantors' 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.

QUIET ENJOYMENT. Grantors reserve all rights to quiet enjoyment of the land and to use said land for any purpose that does not unreasonably interfere with the easement granted herein. Grantors' reserved rights include, but are not limited to, usage of the surface for farming, recreation and development along with the rights to sell said land or parts thereof and the rights to grant other easements over and under said land.

MINERALS. The easement agreement does not include granting mineral rights in said area to grantee.

ABOVEGROUND STRUCTURES. There shall be no above ground structures granted by this easement.

FENCE. If Grantor's fence is cut during construction, posts will be installed to brace the areas on either side of the cut. Temporary Gates will be installed, as necessary. Grantee shall cause any existing fences damaged by the construction, operation, inspection, repair maintenance, replacement or removal of pipeline, to be repaired, as near as practicable, to their condition prior to such activity.

APPURTENANCE CLAUSE. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

TREES. Grantee agrees to replace trees removed as a result of the installation of the pipeline by a ratio of two new trees to one damaged tree on the Grantor's property in a mutually agreed upon location. Further, Grantee shall replant the new trees on a tree line to a distance of fifteen (15) feet on each side of the pipeline, as installed. It is the intention to only have a 30 foot break of no trees in any tree line not being bored under. Grantee shall have the right, but not obligation, to trim any branches, limbs or forested canopy that encroaches into said 30 foot break. Grantee agrees that in the areas where the Pipeline is to be installed by the drill or bore methods in Section 10 of Grantor's property as depicted in Exhibit "A" to not disturb any trees, with the exceptions of the crossing of 137th Northwest and Grantee's right to trim branches, limbs, or any forested canopy that interferes with Grantee's aerial inspections of the Pipeline Easement. Lastly, on Section 9 of the Grantor's property, there stands a large prominent tree in the permanent easement area the Parties have recognized and agreed shall not be damaged or destroyed by the construction or maintenance of this easement.

RBK

CONSTRUCTION DEVIANCE FROM EXHIBIT A. Grantee agrees to not deviate the location of the constructed pipeline a distance of greater than 75 feet from what was proposed to Grantor, and attached hereto as Exhibit "A", except as may be necessary to avoid the large prominent tree mentioned in the previous paragraph. Any change in location greater than 75 feet from what was proposed to Grantor and attached hereto as Exhibit "A," must be in agreed to in writing by both Parties.

ACCESS EASEMENT. By and through this Easement Agreement, the Grantor has conveyed a Temporary Access Easement in Section 10 being twenty five (25) feet in width as depicted in Exhibit A attached hereto, for the purposes of allowing access to the Pipeline Easement and Temporary Construction Easement (while in effect). Grantor agrees to allow the Temporary Access Easement to be widened by Grantee beyond twenty five feet in width at significant turns or bends so as to provide sufficient space for Grantee to transport its equipment along the Temporary Access Easement. The Parties acknowledge the conveyance is for the initial construction of the pipeline and shall terminate upon the completion of the construction of the pipeline. Further, Grantee agrees to set mats to help eliminate damage to the land, associated with the Temporary Access Easement if the weather so dictates. Lastly, upon termination of this Temporary Access Easement, the Grantee shall work and level the Temporary Access Easement Area to eliminate the compaction of soil created by the use of this Temporary Access Easement.

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Page: 10 of 10
11/17/2015 3:16 PM
WILLIAMS COUNTY, ND
EAS $37.00

COUNTY RECORDER, WILLIAMS COUNTY, ND 11/17/2015 3:16 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by Kari Evenson Deputy 815565

TREASURER/RECORDER WILLIAMS SEAL COUNTY STATE OF NORTH DAKOTA

RJR

807109
Page: 1 of 8
6/3/2015 10:34 AM
EAS $31.00

WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-046.512.300
PARCEL ID: 46155010009060
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated April 22, 2015, is between **Gerald L. Halvorson and Cheryl A. Halvorson, husband and wife**, whose mailing address is **P.O. Box 1894, Williston, ND 58802,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), (iii) access easements not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement and not to exceed fifty feet (50') in width for access to and from the below described surface site ("Access Easement"), and (iv) a fifty foot by seventy five foot (50' x 75') surface site, such surface site to be used for valves, risers, meters, pumps, electric facilities and lines, and associated pipeline facilities and the Access Easement(s) to be for ingress and egress, power lines and electric transmission or generation lines as may be needed to supply power to the facilities located on the surface site. The Pipeline Easement, the Temporary Construction Easement, and the Access Easement and the surface site (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 80 acres of land, more or less, situated in the South Half of the Northeast Quarter (S1/2NE1/4) of Section Nine (9), Township One Hundred Fifty-five (155) North, Range One Hundred-One (101), more particularly described in Co-Trustees Deed dated May 24th, 2006 from First National Bank and Trust Co., Jeanette Tate and Gerald G. Franke, as Co-Trustees of the George B. Franke Family Trust created by Will dated 3/16/1984, as Co-Trustees to Gerald L. Halvorson and Cheryl A. Halvorson, husband and wife, recorded as Document #635445, office of County Recorder, of Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement and the surface site. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee may supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement and the surface site. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement and the surface site shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances and above or below ground powerlines (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement, and the surface site and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. Grantee shall have the right to install gates and fencing around the surface site.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so

chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement and the surface site. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 22nd day of April, 2015.

GRANTOR:

Gerald L. Halvorson

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Gerald L. Halvorson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of April, 2015.

Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

EXECUTED this 22nd day of April, 2015.

GRANTOR:

Cheryl A. Halvorson

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Cheryl A. Halvorson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of April, 2015.

Notary Public

My Commission Expires: 12/17/2020

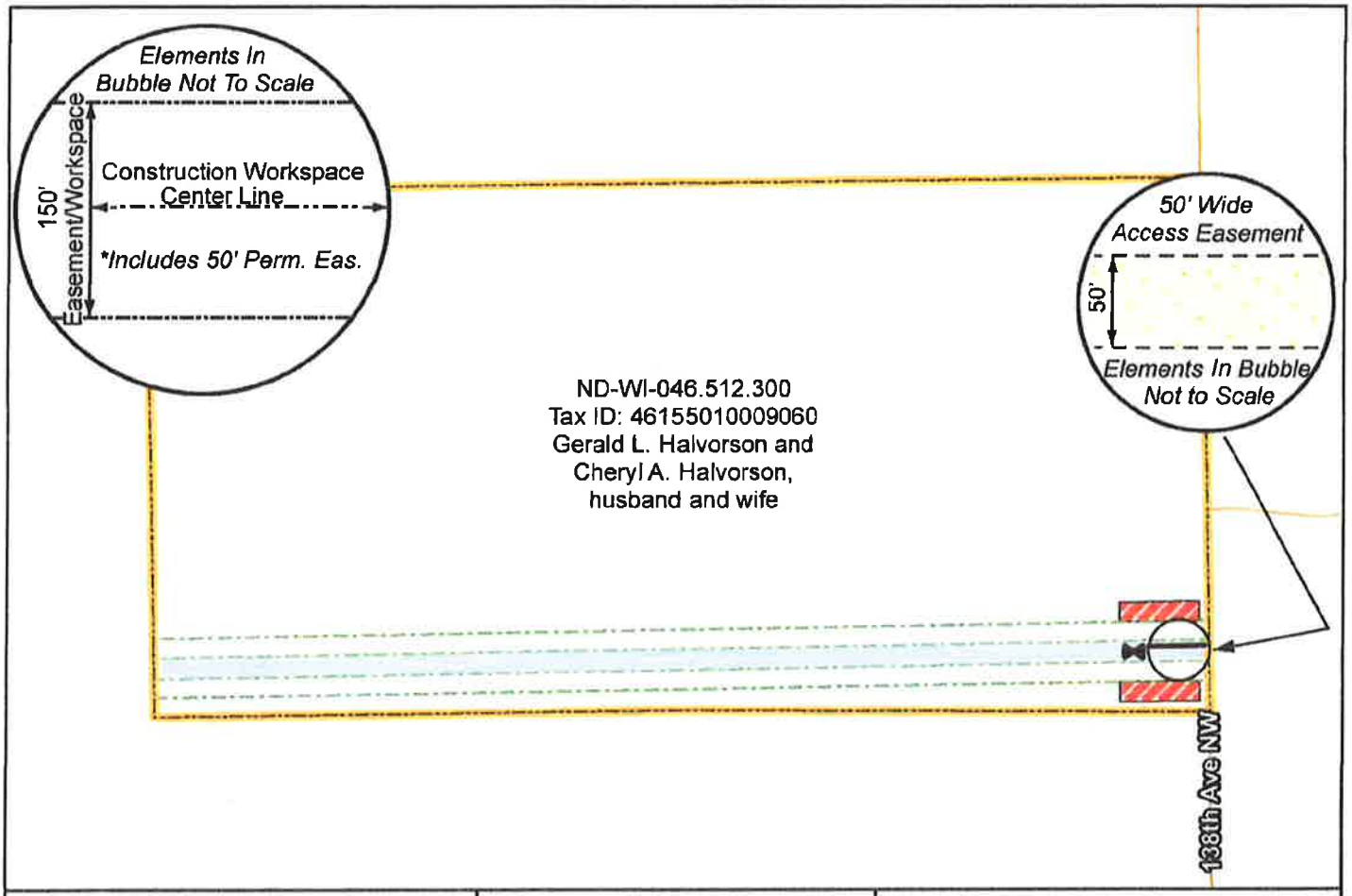
DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

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Page: 7 of 8
6/3/2015 10:34 AM
WILLIAMS COUNTY, ND
EAS $31.00

Exhibit A

WILLIAMS COUNTY, ND

S009-R101W-T155N



ROW Length: 2630.77 Ft. = 159.44 Rods
Proposed Permanent Easement: 3.05 Ac.
Temp Easement/ Workspace: 6.04 Ac.
Add Temp Easement/ Workspace: 0.46 Ac.
50' Wide Access Easement Ln: 139.23 Ft.
25' Wide Access Easement Ln: Ft.
Valve Site: 0.09 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 750 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Gerald L. Halvorson and Cheryl A. Halvorson, husband and wife

Tract No.: ND-WI-046.512.300

- Mainline Valve Site
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Wednesday, February 25, 2015 11:00:06 AM

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Page: 1 of 10
11/17/2015 3:16 PM
WILLIAMS COUNTY, ND EAS $37.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-047.512, 048.512.300
PARCEL ID: 46155010009010, 46155010009020, 46155010009030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated October 19th, 2015, is between **Robert Brian Rieder**, **whose** mailing address is **5825 137th Avenue Northwest, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

That certain lot, tract or parcel of land, containing 315 acres of land, more or less, situated in the NW¼ and the N½SW¼ of Section 09 Township 155 North, Range 101 West, County of Williams, State of North Dakota, more particularly described in that Warranty Deed dated July 28, 2000 from Harriet A. Rieder, a widow, by Bobbi Jo Arnt, her attorney-in-fact to Robert Brian Rieder, recorded as Document Number 592561, in the Office of the Recorder, Williams County, North Dakota, less and except any conveyances heretofore for made, and as more particularly described on the attached Exhibit "A".

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement, within one year of recording the same.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Pipeline Easement, and Temporary Construction Easement (while in effect)for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during

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the periods of the original construction of the pipeline. Any payment by Grantee to Grantor does not cover actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well within the Pipeline Easement and Temporary Construction Easement (while in effect); (3) remove soil or change the grade or slope; (4) intentionally impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

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10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees; notwithstanding, it is agreed between Grantor and Grantee that the Access Easement shall never be assigned without the Pipeline Easement also being assigned. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

RAP

EXECUTED this 19th day of October, 2015.

GRANTOR:

Robert Brian Rieder

Robert Brian Rieder

GRANTEE:

DAKOTA ACCESS, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Brian Rieder, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19th day of October, 2015.

Notary Public

My Commission Expires:_____

RYAN GELTEL
Notary Public
State of North Dakota
My Commission Expires January 30, 2018

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access , LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, 2015.

DONNA WALTERS
Notary Public, State of Texas
My Commission Expires
March 04, 2016

Notary Public, State of Texas

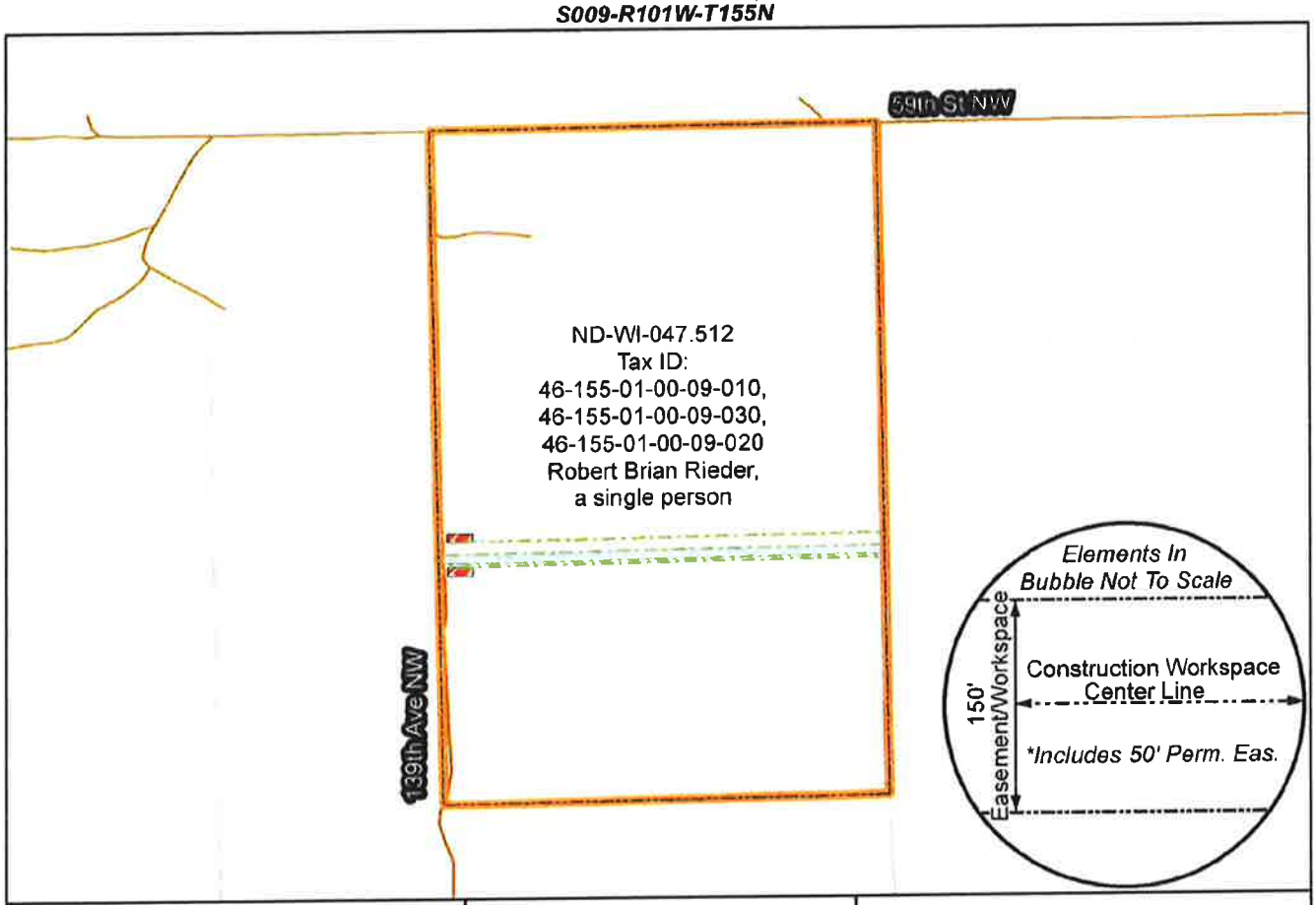
My Commission Expires:_____

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WILLIAMS COUNTY, ND
EAS $37.00

Exhibit A

WILLIAMS COUNTY, ND

S009-R101W-T155N



ROW Length: 2626.45 Ft. = 159.18 Rods
Proposed Permanent Easement: 3.01 Ac.
Temp Easement/ Workspace: 6.03 Ac.
Add Temp Easement/ Workspace: 0.34 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Robert Brian Rieder, a single person

Tract No.: ND-WI-047.512

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

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Landowner Initials

Date Exported: Tuesday, October 06, 2015 11:14:49 AM

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WILLIAMS COUNTY, ND
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Exhibit "B" Addendum to Easement

Grantor(s): Robert Brian Rieder
Grantee: Dakota Access, LLC

Notwithstanding anything to the contrary in the Easement Agreement to which this Exhibit "B" is attached and made part of, the provisions of this Exhibit "B" shall prevail wherever in conflict with the provisions of the Easement Agreement. In addition, this Exhibit "B" shall attach to and be recorded in the Williams County Recorder's Office in connection with the Easement Agreement.

COMPACTION. In the event that Grantors have "no-till" farm/croplands over which Grantee's operations described herein are conducted, as soon as reasonably practical after completion of the Facilities and within (2) years from commencement of construction, Grantee shall fill in the ground above the Facilities with a suitable crown of earth and shall properly grade and level the location, compacting as needed, to reclaim said lands to reasonable "no-till" conditions.

GRANTOR INDEMNITY. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the pipelines by Grantee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

REASONABLE AND PRUDENT OPERATIONS. Grantee will conduct its operations related to this Easement in a reasonable and prudent manner with a view toward protecting the Grantor and the Grantor's land, and the environment. Grantee understands that the Grantor makes no representation as to the condition of the surface for any particular purpose other than agricultural use. Grantee further understands that this Easement is subject to all liens, leases, easements, servitudes, rights-of-way, oil and gas leases, reservations and other matters of record or apparent on the land in question. Grantee shall obey all laws, ordinances and regulations of federal, state and local governments in connection with possessing such easement.

ABANDONMENT CLAUSE. If at any time after five years from the date hereof, Grantee should abandon the rights granted herein for said pipelines and appurtenances constructed upon said land and if such abandonment should continue for a continuous period of as long as one year, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns. Grantee shall have the right for two years following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

CERTAIN BEHAVIORS PROHIBITED. Grantee shall not allow or permit any of its employees, authorized agents, invitees, or other persons under its direction or control: to carry any firearms or other weapons onto the Grantor's property, including that portion thereof included in this easement, do any hunting or camping on said property, have any open fires on said property, or use any alcohol or drugs in the easement area or on the Grantor's surrounding property.

MAINTENANCE. Grantee agrees to perform work requested by Grantors for the maintenance of the easement to ensure its condition does not adversely impact Grantors' 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.

QUIET ENJOYMENT. Grantors reserve all rights to quiet enjoyment of the land and to use said land for any purpose that does not unreasonably interfere with the easement granted herein. Grantors' reserved rights include, but are not limited to, usage of the surface for farming, recreation and development along with the rights to sell said land or parts thereof and the rights to grant other easements over and under said land.

MINERALS. The easement agreement does not include granting mineral rights in said area to grantee.

ABOVEGROUND STRUCTURES. There shall be no above ground structures granted by this easement.

FENCE. If Grantor's fence is cut during construction, posts will be installed to brace the areas on either side of the cut. Temporary Gates will be installed, as necessary. Grantee shall cause any existing fences damaged by the construction, operation, inspection, repair maintenance, replacement or removal of pipeline, to be repaired, as near as practicable, to their condition prior to such activity.

APPURTENANCE CLAUSE. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

TREES. Grantee agrees to replace trees removed as a result of the installation of the pipeline by a ratio of two new trees to one damaged tree on the Grantor's property in a mutually agreed upon location. Further, Grantee shall replant the new trees on a tree line to a distance of fifteen (15) feet on each side of the pipeline, as installed. It is the intention to only have a 30 foot break of no trees in any tree line not being bored under. Grantee shall have the right, but not obligation, to trim any branches, limbs or forested canopy that encroaches into said 30 foot break. Grantee agrees that in the areas where the Pipeline is to be installed by the drill or bore methods in Section 10 of Grantor's property as depicted in Exhibit "A" to not disturb any trees, with the exceptions of the crossing of 137th Northwest and Grantee's right to trim branches, limbs, or any forested canopy that interferes with Grantee's aerial inspections of the Pipeline Easement. Lastly, on Section 9 of the Grantor's property, there stands a large prominent tree in the permanent easement area the Parties have recognized and agreed shall not be damaged or destroyed by the construction or maintenance of this easement.

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CONSTRUCTION DEVIANCE FROM EXHIBIT A. Grantee agrees to not deviate the location of the constructed pipeline a distance of greater than 75 feet from what was proposed to Grantor, and attached hereto as Exhibit "A", except as may be necessary to avoid the large prominent tree mentioned in the previous paragraph. Any change in location greater than 75 feet from what was proposed to Grantor and attached hereto as Exhibit "A," must be in agreed to in writing by both Parties.

ACCESS EASEMENT. By and through this Easement Agreement, the Grantor has conveyed a Temporary Access Easement in Section 10 being twenty five (25) feet in width as depicted in Exhibit A attached hereto, for the purposes of allowing access to the Pipeline Easement and Temporary Construction Easement (while in effect). Grantor agrees to allow the Temporary Access Easement to be widened by Grantee beyond twenty five feet in width at significant turns or bends so as to provide sufficient space for Grantee to transport its equipment along the Temporary Access Easement. The Parties acknowledge the conveyance is for the initial construction of the pipeline and shall terminate upon the completion of the construction of the pipeline. Further, Grantee agrees to set mats to help eliminate damage to the land, associated with the Temporary Access Easement if the weather so dictates. Lastly, upon termination of this Temporary Access Easement, the Grantee shall work and level the Temporary Access Easement Area to eliminate the compaction of soil created by the use of this Temporary Access Easement.

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WILLIAMS COUNTY, ND
EAS $37.00

COUNTY RECORDER, WILLIAMS COUNTY, ND 11/17/2015 3:16 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by Deputy **815568**

TREASURER/RECORDER WILLIAMS SEAL COUNTY STATE OF NORTH DAKOTA

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Page: 1 of 7
4/21/2015 3:39 PM
WILLIAMS COUNTY, ND EAS $28.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-048.512.310
PARCEL ID: 46-155-01-00-08-040
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated March 2, 2015, is between **Charles W. Allison** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is **1519 Rose Lane, Williston, ND 58801**, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows.

All that certain lot, tract or parcel of land, containing 120.00 acres more or less, being situated in the N/2NE/4, SE/4NE/4 of Section Eight (8) Township One Hundred Fifty-five (155) North, Range One Hundred-One (101) West of the 5th P.M., as described in Personal Representative's Deed of Distribution dated August 4th, 1980 from Charles W. Allison, Personal Representative of the Estate of Peter J. Booke unto Charles W. Allison, recorded under Instrument Number 417845, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees

that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder.

Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 2nd day of March, 2015.

GRANTOR:

Charles W. Allison

Charles W. Allison

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Charles W. Allison known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2nd day of March, 2015.

Dan Walters

Notary Public

My Commission Expires: December 17, 2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

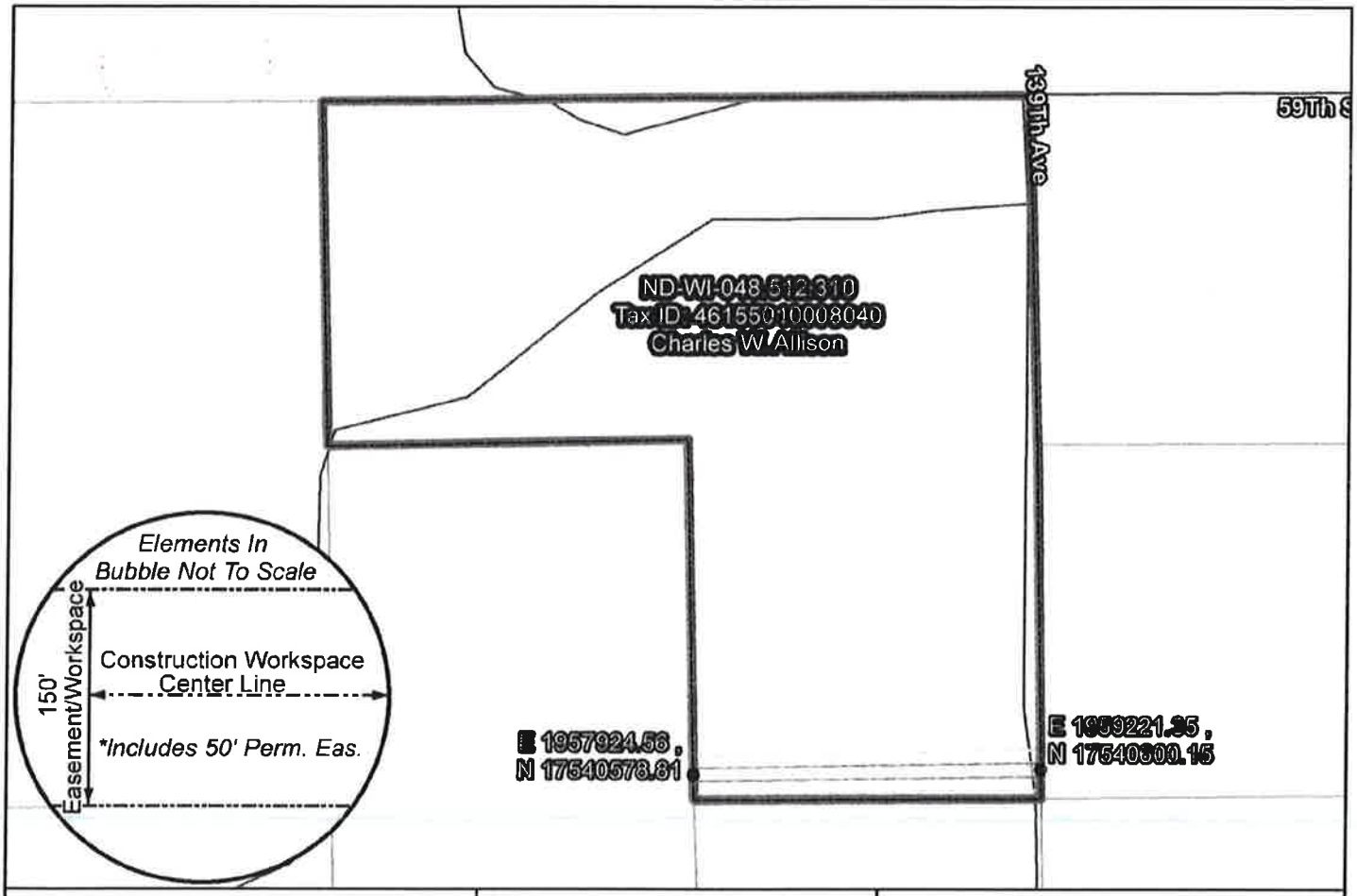
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Page: 5 of 7
4/21/2015 3:39 PM
EAS $28.00

WILLIAMS COUNTY, ND

Exhibit A

WILLIAMS COUNTY, ND

S008-R101W-T155N



ROW Length: 1296.97 Ft. = 78.6 Rods
Proposed Permanent Easement: 1.49 Ac.
Temp Easement/ Workspace: 2.98 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500 1,000

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Charles W. Allison

Tract No.: ND-WI-048.512.310

- Entry & Exit
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Friday, December 12, 2014 1:17:54 PM

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Page: 1 of 7
6/22/2015 2:47 PM
WILLIAMS COUNTY, ND EAS $28.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-049.512
PARCEL ID: 46155010008035
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated February 18, 2015, is between **Jane L. Haakenson, a single person,** whose mailing address is **13943 58th Street Northwest, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 120 acres of land, more or less, situated in the NW/4SE/4, SW/4SE/4, SW/4NE/4 of Section 8, Township 155 North, Range 101 West, Williams County, North Dakota, as described in that certain Warranty Deed dated June 16, 2005, from Robert Weyrauch, a single person, to Jane L. Haakenson, a single person, recorded under Instrument Number 625258, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline

as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

3. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

4. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

5. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

10. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the

Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

16. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 18th day of February, 2015.

GRANTOR:

Jane L. Haakenson

Jane L. Haakenson

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Jane L. Haakenson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of February, 2015.

Dan Walters

Notary Public

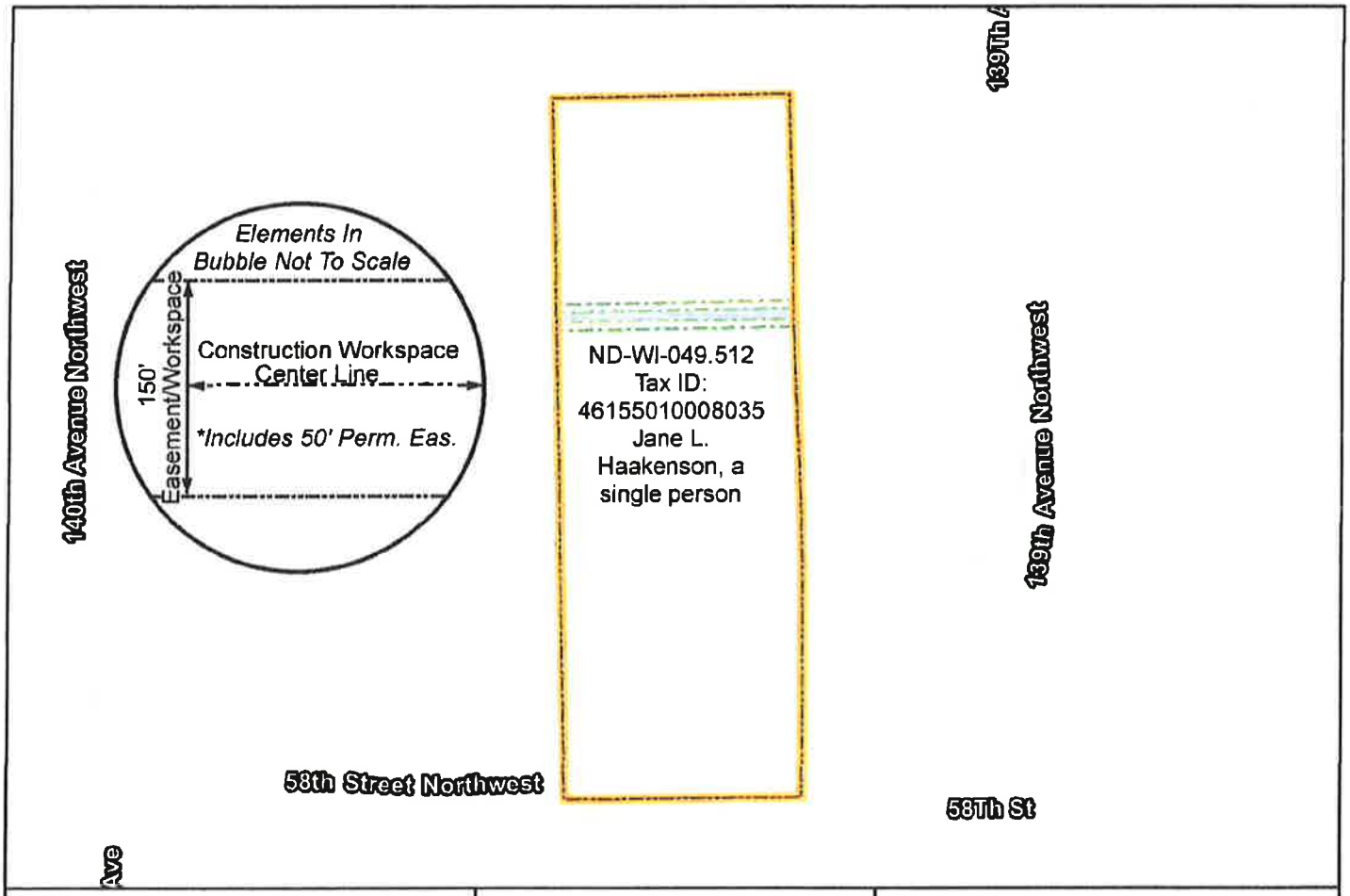
My Commission Expires: December 17, 2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

Exhibit A

WILLIAMS COUNTY, ND

S008-R101W-T155N



ROW Length: 1349.07 Ft. = 81.76 Rods
Proposed Permanent Easement: 1.56 Ac.
Temp Easement/ Workspace: 3.1 Ac.
Add Temp Easement/ Workspace: 0 Ac.
Valve Site: Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Jane L. Haakenson, a single person

Tract No.: ND-WI-049.512

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Wednesday, February 18, 2015 4:34:09 PM

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Page: 1 of 7
10/23/2015 1:31 PM
WILLIAMS COUNTY, ND EAS $28.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-051.512.300
PARCEL ID: 46155010008020
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated September 28, 2015, is between **Charles W. Allison,** whose mailing address is **1519 Rose Lane, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, NW¼ of Section 08 Township 155North, Range 101West, Williams County, North Dakota, as described in that certain Personal Representatives Deed of Distribution dated August 04, 1980 from Charles W. Allison, Personal Representative of the Estate of Peter J. Booke to Charles W. Allison under Instrument Number 417845 Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated March 2, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in Williams County, North Dakota, such Prior Easement being filed of record as file number 804893, of the Deed Records of Williams County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the

Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 28th day of September, 2015.

GRANTOR:

Charles W. Allison

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Charles W. Allison, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28th day of September, 2015.

Notary Public

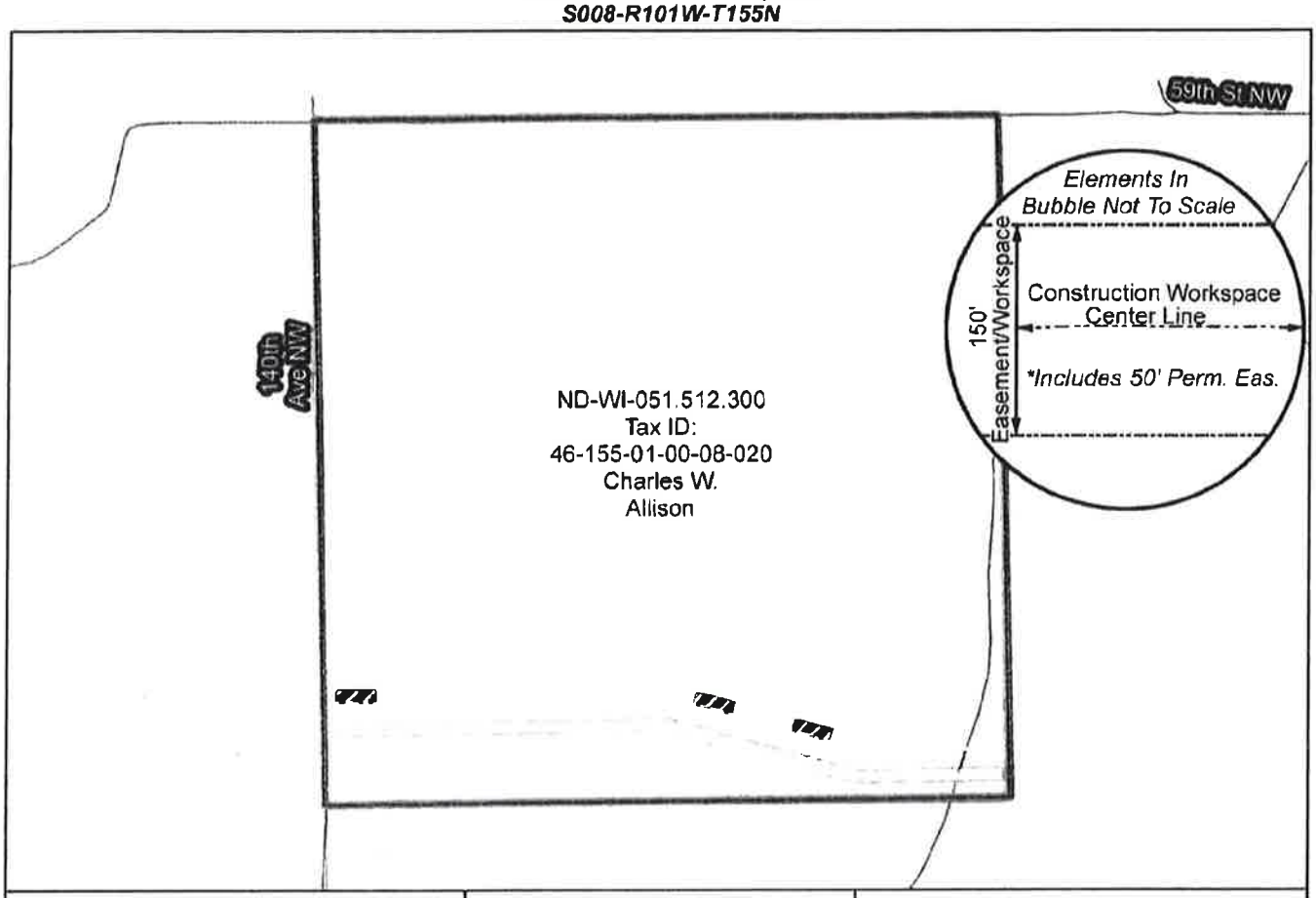
My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

Exhibit A

WILLIAMS COUNTY, ND

S008-R101W-T155N



ROW Length: 2641.53 Ft. = 160.09 Rods
Proposed Permanent Easement: 3.03 Ac.
Temp Easement/ Workspace: 5.79 Ac.
Add Temp Easement/ Workspace: 0.52 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Charles W. Allison

Tract No.: ND-WI-051.512.300

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Friday, September 25, 2015 1:00:09 PM

818398
Page: 1 of 15
1/28/2016 2:47 PM
WILLIAMS COUNTY, ND EAS $52.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-051.512.310, 053.512.300
PARCEL ID: 46155010007010, 46155010007020, 46155010007030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated December 9, 2015, is between **Carol Jean Jensen, Life Estate; Bethanie Christman and Naomi K. Edwards, Remaindermen,** whose mailing address is **116 23rd Street East, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing only in connection with repair, improving, , operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, , abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 236.15 acres of land, more or less, situated in Lots 01 and 02, the E½NW¼, and the NE¼ of Section 07 Township 155 North, Range 101West, Williams County, North Dakota, as described in that certain Personal Representatives Deed of Distribution dated September 04, 2008 from Carol Jean Jensen, Personal Representative of the Estate of Richard Jensen to Carol Jean Jensen, under Instrument Number 660312, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

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Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing only in connection with repair, improving, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, must be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and ordinary damages to the Grantor's Property, excluding the Easements, resulting from initial construction of the pipeline. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for ordinary damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

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5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages for removal of such improvements.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in

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fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be for a period of 99 years, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) represents that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.by through and under Grantor but not otherwise.

13. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

14. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

15. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, shall be recorded in the real estate records of the county or counties where Grantor's Property lies.

16. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

17. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

18. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

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EXECUTED this 9 day of Dec., 2015.

GRANTOR

Carol Jean Jensen

Carol Jean Jensen

GRANTEE

DAKOTA ACCESS, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

THE STATE OF North Dakota §

COUNTY OF Williams §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Carol Jean Jensen, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in her stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of December, 2015.

LORI K FOLDESI
Notary Public
State of North Dakota
My Commission Expires January 14, 2021

Lori K. Foldesi
Notary Public

My Commission Expires: 1-14-21

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Page: 5 of 15
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$52.00
WILLIAMS COUNTY, ND

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ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of January, 2016.

MARIA E. ACOSTA
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 11-19-2017
NOTARY ID 734652-5

Maria E. Acosta
Notary Public, State of Texas

My Commission Expires: 11-19-2017

EXECUTED this 14 day of December, 2015.

GRANTOR
Carol Jean Jensen, Life Estate

By: Bethanie Christmann
Its: Remaindermen

ACKNOWLEDGMENT

THE STATE OF ND §
COUNTY OF Burleigh §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Bethanie Christmann in her capacity as Remaindermen for the Carol Jean Jensen Life Estate, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in her stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of December, 2015.

KELLYE J TRZPUC
Notary Public
State of North Dakota
My Commission Expires November 9, 2018

Kellye Trzpuc
Notary Public

My Commission Expires: 11/9/2018

EXECUTED this 15th day of December, 2015.

GRANTOR
Carol Jean Jensen, Life Estate

By: Naomi K. Edwards
Its: Remaindermen

ACKNOWLEDGMENT

THE STATE OF Florida §

COUNTY OF Broward §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Naomi K. Edwards in her capacity as Remaindermen for the Carol Jean Jensen Life Estate, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in her stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15 day of December, 2015.

Notary Public

My Commission Expires: 06/08/2019

LUIS PEREZ
MY COMMISSION # FF 238104
EXPIRES: June 8, 2019
Bonded Thru Budget Notary Services

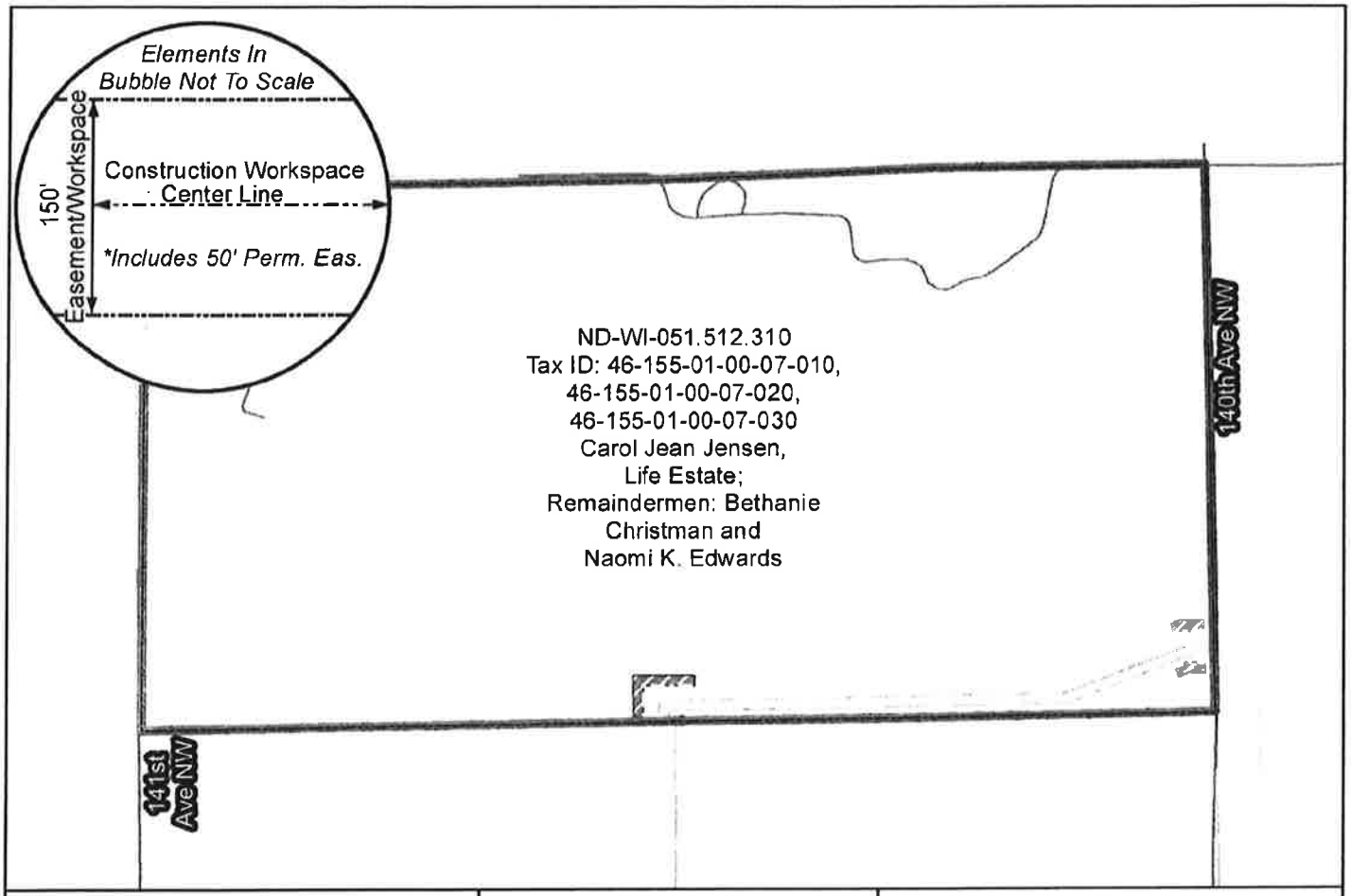
NOTARY PUBLIC STATE OF FLORIDA LUIS PEREZ NOTARY PUBLIC STATE OF FLORIDA

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Exhibit A

WILLIAMS COUNTY, ND

S007-R101W-T155N



ROW Length: 2754.47 Ft. = 166.94 Rods
Proposed Permanent Easement: 3.16 Ac.
Temp Easement/ Workspace: 6.49 Ac.
Add Temp Easement/ Workspace: 0.94 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Carol Jean Jensen, Life Estate;
Remaindermen: Bethanie

Tract No.: ND-WI-051.512.310

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Friday, September 25, 2015 1:09:36 PM

EXHIBIT B

TO

RIGHT OF WAY AGREEMENT

THIS EXHIBIT is attached to and by reference made a part of the Easement Agreement dated December 9 2015, by and between **CAROL JEAN JENSEN, LIFE ESTATE; BETHANIE CHRISTMAN AND NAOMI K. EDWARDS, REMAINDERMEN**, Grantor, and **DAKOTA ACCESS, LLC.** As Grantee, and covering the following land in **WILLIAMS COUNTY, NORTH DAKOTA,** to-wit:

All that certain lot, tract or parcel of land, containing 236.15 acres of land, more or less, situated in Lots 01 and 02, the E½NW¼, and the NE¼ of Section 07 Township 155 North, Range 101 West, Williams County, North Dakota, as described in that certain Personal Representatives Deed of Distribution dated September 04, 2008 from Carol Jean Jensen, Personal Representative of the Estate of Richard Jensen to Carol Jean Jensen, under Instrument Number 660312, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Notwithstanding the provision of this Agreement to the contrary:

1. Wherever the term "Easement" is mentioned herein, it is intended to be one and the same as the Easement Agreement to which the Exhibit is attached.

2. In the addition to the agreed upon consideration, Grantee shall pay for future damages to the land, 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 after the initial construction of the pipeline.

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 reasonable 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. Grantee shall not be liable for or indemnity Grantor against the negligence or the acts or omissions of Grantor that result in any claim, demand, and cause of action or liability for damages.

4. Grantee agrees that any consideration paid for this Easement 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 Easement Agreement after completion of initial construction.

5. All topsoil will be scraped and set to one side. Topsoil will be replaced after easement work has been completed. All rocks 4 inches or larger will be buried or disposed of following dirt work. The subject land will be restored by Grantee to as near original condition as reasonably possible after completion of

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work. as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full. Grantee agrees to replace or repair all fences, terraces, contours and drainage ditches and to pay any damages which may arise from the construction, maintenance and operation of said lines.

6. All pipelines shall be buried no less than forty eight inches (48") from the top of the pipe in cultivated areas, forty eight inches (48") from the top of the pipe in rangeland areas, and no less than twenty four inches (24") from the top of the pipe through rock.

7. Grantee shall perform any work reasonably 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, and grass seeding that did not grow.

8. Grantor agrees that the consideration paid by Grantee in this agreement includes the cost of any necessary weed control measures (should such exist) that arise as a result of Grantee's initial construction of its pipeline. Grantor agrees to be responsible for such weed control at Grantor's discretion.

9. Seeding of grassland in the easement area will be seeded to a suitable grass mixture as required by Grantee's permits and other agreements.

10. Grantee's access to and from the easement is limited to travelling over the width of the right of way and Access Easement after the initial construction of pipeline.

11. Grantee agrees that it will not put any above-ground facilities on the easement except for cathodic test lead and pipeline markers. The pipeline markers will be at such locations and distances as are necessary to provide a minimum of line of sight between markers as well as to indicate all points of intersection and crossings of property boundaries, waterbodies, railroad tracks and/or roads. All necessary or required cathodic test leads will be placed in fence lines on the lands, at foreign pipeline crossings or road right of way lines.

12. Should Grantee strike ground water during initial construction, or subsequent maintenance of the pipeline, Grantee shall have a certified test of the ground water performed prior to installation of any pipelines and that information will be shared with Grantor.

13. This easement is intended for one (1) pipeline in one (1) trench. Grantee shall not transport salt water through the pipeline.

14. If, after five (5) years from the date below, construction of the pipeline has not commenced, this entire Agreement shall be terminated. In the event that use of the pipeline by Grantee, its successors and assigns shall not be maintained for the purpose herein granted for the period of three (3) consecutive years, then, upon receipt of the appropriate government approvals for abandonment, Grantee shall have no further rights in the lands or the Pipeline Easement except, at the option of Grantee, the right to abandon the subsurface pipeline facilities in place or the right and privilege to remove the Pipeline Facilities. In the

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event Grantee elects to remove the subsurface pipeline facilities, Grantee shall restore the surface of the Pipeline Easement as near as reasonably practicable to its condition prior to such removal. Grantee, its successors or assigns shall, within six (6) months after the abandonment in place or removal of the pipeline facilities, file with the County Clerk of the count in which the Lands are located a release of the right, title and interest of Grantee in and to the lands and Pipeline Easement. If signification erosion or washouts occur, Grantee agrees to mitigate the affected area, within thirty (30) days of the occurrence, weather conditions permitting. This requirement is not intended to alleviate Grantee from any more stringent requirements set by law and/or governmental agencies.

15. The actual location of the easement has not yet been determined. Once the location of the easement has been determined, it shall in no event be located on any lands belonging to Grantor other than those which are described herein. The plat or map attached to the Easement Agreement shall be recorded with the Easement Agreement. The map or plat may not alter the terms of the easement other than to provide the exact legal description of the easement. Grantee shall provide to Grantor an as-built survey upon completion of the construction of the pipeline. This will be provided to Grantor within six (6) months of completion of construction.

16. Grantor reserves all rights to quiet enjoyment of the land and to use said land for any purpose that does not unreasonably interfere with the easement granted herein. Grantor's reserved rights include, but are not limited to, usage of the surface for farming, recreation and development along with the rights to sell said land or parts thereof and the rights to grant other easements over and under said land. All construction activities affecting the Pipeline Easement by Grantor or any third party shall be subject to the engineering and construction specification of Grantee. In addition any third party to whom an easement is granted will be required to sign Grantee's form of encroachment prior to entering on the Pipeline Easement.

17. During construction of the pipeline or any subsequent work on the pipeline, Grantee shall ensure that Grantor is not prevented from access across the easement area to ensure that Grantor, its licensees and/or invitees, has/have access to and through Grantor's land for agricultural, recreational, or any other reason. Grantee agrees to work with Grantor to ensure that earthen plugs are left along the route of the Pipeline Easement during construction or during subsequent work where Grantor will be able to cross the Pipeline Easement are without unreasonable difficulty. Such access will contemplate the need for farm implements, livestock, people and vehicles crossing the Pipeline Easement area.

18. Upon completion of construction, Grantee shall keep the easement area free of garbage and debris and shall promptly remove any unnecessary and/or unused construction materials and equipment.

19. Grantee is aware that there are recorded easements located on the property wherein Grantor previously entered into an easement agreement (or agreements) covering a portion or all of the land covered herein. The exact location(s) of the easement(s) is not expressed by Grantor, nor is Grantee relying on any statements or claims by Grantor in this regard. It is incumbent upon Grantee to determine the location of the existing recorded easement(s) Grantee hereby relieves and forever holds Grantor, and Grantor's successors and assigns, free from any and all claims, lawsuits or disputes of any kind that may arise out of competing interests or conflicts as a result of various recorded easements being located on the subject property. Grantee shall not in any way be liable for any damages or claims for interference with unrecorded

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easements or agreements affecting the Pipeline Easement. Grantor shall communicate to Grantee any unrecorded pipelines or easements he or she has knowledge of. The exact locations of unrecorded pipelines or other easements is not expressed by Grantor, nor is Grantee relying on Grantor in this regard.

Dated this 9 day of Dec, 2015.

GRANTOR

Carol Jean Jensen

GRANTOR
Carol Jean Jensen, Life Estate

_____

By: Bethanie Christman

Its: Remaindermen

_____

By: Naomi K. Edwards

Its: Remaindermen

GRANTEE

DAKOTA ACCESS, LLC

_____

By: Robert Rose

Title: Vice President of Land and Right of Way

CA

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Dated this 9 day of Dec, 2015.

GRANTOR

Carol Jean Jensen

GRANTOR
Carol Jean Jensen, Life Estate

By: Bethanie Christmann

Its: Remaindermen

By: Naomi K. Edwards

Its: Remaindermen

GRANTEE

DAKOTA ACCESS, LLC

By: Robert Rose

Title: Vice President of Land and Right of Way

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Dated this 9 day of Dec, 2015.

GRANTOR

Carol Jean Jensen

GRANTOR
Carol Jean Jensen, Life Estate

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Page: 15 of 15
1/28/2016 2:47 PM
WILLIAMS COUNTY, ND
EAS $52.00

COUNTY RECORDER, WILLIAMS COUNTY, ND
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
1/28/2016 2:47 PM
by Kari Evenson Deputy 818398

TREASURER/RECORDER WILLIAMS SEAL COUNTY STATE OF NORTH DAKOTA

By: Bethanie Christman

Its: Remaindermen

By: Naomi K. Edwards

Its: Remaindermen

GRANTEE

DAKOTA ACCESS, LLC

By: Robert Rose

Title: Vice President of Land and Right of Way

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Page: 1 of 11
10/23/2015 1:31 PM
WILLIAMS COUNTY, ND EAS $40.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-052.512, 053.512
PARCEL ID: 46155010007040, 46155010007050
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated September 3, 2015, is between **Harriet Jensen,** whose mailing address is **506 East Highland Drive, Apartment 2, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 312.84 acres of land, more or less, situated in the SE¼, Section 07, Township 155 North, Range 101 West, Williams County, North Dakota, as described in that certain Personal Representatives Deed dated February 10, 1998 from Harriet Jensen, Personal Representative of the Estate of Walter M. Jensen,, recorded February 17, 1998, as Document Number 576923, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made;

E½SW¼, Lot 03(36.33), Lot 04(36.51) Section 07, Township 155 North, Range 101 West, Williams County, North Dakota, as described in that certain Personal Representatives Deed dated February 10, 1998 from Harriet Jensen, Personal Representative of the Estate of Walter M. Jensen, deceased, recorded as Document Number 576923, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual

Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement, and (c) be recorded by Grantee in the Williams County Recorder's Office. Grantee shall provide Grantor with a copy of the recorded **Exhibit A-1** which shall constitute the actual Easement granted.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of (up to 30' diameter), relocating and changing the route or routes of within the boundaries of the Easement, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. However, Grantee shall not change the contour of the land in any manner which might inhibit or redirect the natural flow of water. Grantee agrees to fill and refill, as may be necessary in the option of Grantor, any subsidence along the Pipeline Easement with additional hauled in topsoil so the original contours of the land are maintained as near the recent natural surface level as possible.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and shall be definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops by the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Notwithstanding the foregoing, this Agreement is a general release as defined by Section 9-13-02 NDCC and does not release Grantee from future actual, extraordinary, unforeseen, indirect, special or consequential damages.

5. Unless more specifically agreed upon by the parties, Grantee shall restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder, as provided in the North Dakota Environmental Construction Plan attached hereto and incorporated by reference herein. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or interfere with Grantee's rights under this Agreement. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee no less than seventy two (72) hours before streets, roadways, utilities, or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. Grantor agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Grantee agrees the Pipeline will be constructed in a manner to allow the crossing of agricultural equipment of normal weight and livestock. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Unless more specifically stated in the terms of this Agreement, Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement, as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim, costs (including reasonable attorneys' fees and court costs) or liability or loss from personal injury, including death, or property damage to the extent caused by Grantee, its servants, agents or invitees, and to the extent caused by Grantee during the installation, use, maintenance, repair or removal of the pipeline by Grantee and such persons acting on its behalf, excepting, however, such claims, costs, liabilities or damages as may be due to or caused by the negligence of Grantor, or its servants, agents or invitees. Furthermore, Grantee hereby agrees to indemnify and hold Grantor harmless for any environmental damage caused by Grantee on this Easement, or for any damages caused by Grantees' noncompliance with any applicable and enforceable environmental law, order, administrative law, regulation 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 having jurisdiction over the operations of Grantee. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed between Grantor and Grantee that: (a_ Grantee shall not be responsible for the existence, assessment, remediation, excavation, removal, relocation or disposal of any petroleum, hazardous or toxic substances or solid wastes which are present on the Pipeline Easement or the Temporary Construction Easement as of the date of this Agreement or which migrate from no fault or control of Grantee to the Pipeline Easement, Temporary Construction Easement or Access Easement after the date of this Agreement.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be for a term of ninety nine (99) years in accordance with North Dakota law, and provisions of this Agreement, including all benefits and burdens, shall run with the land.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contain the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit "B" attached hereto.

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Page: 5 of 11
10/23/2015 1:31 PM
WILLIAMS COUNTY, ND
EAS $40.00

EXECUTED this 3rd day of September, 2015.

GRANTOR:

Harriet Jensen

Harriet Jensen

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Harriet Jensen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of September, 2015.

Kathleen E Key Imes

Notary Public

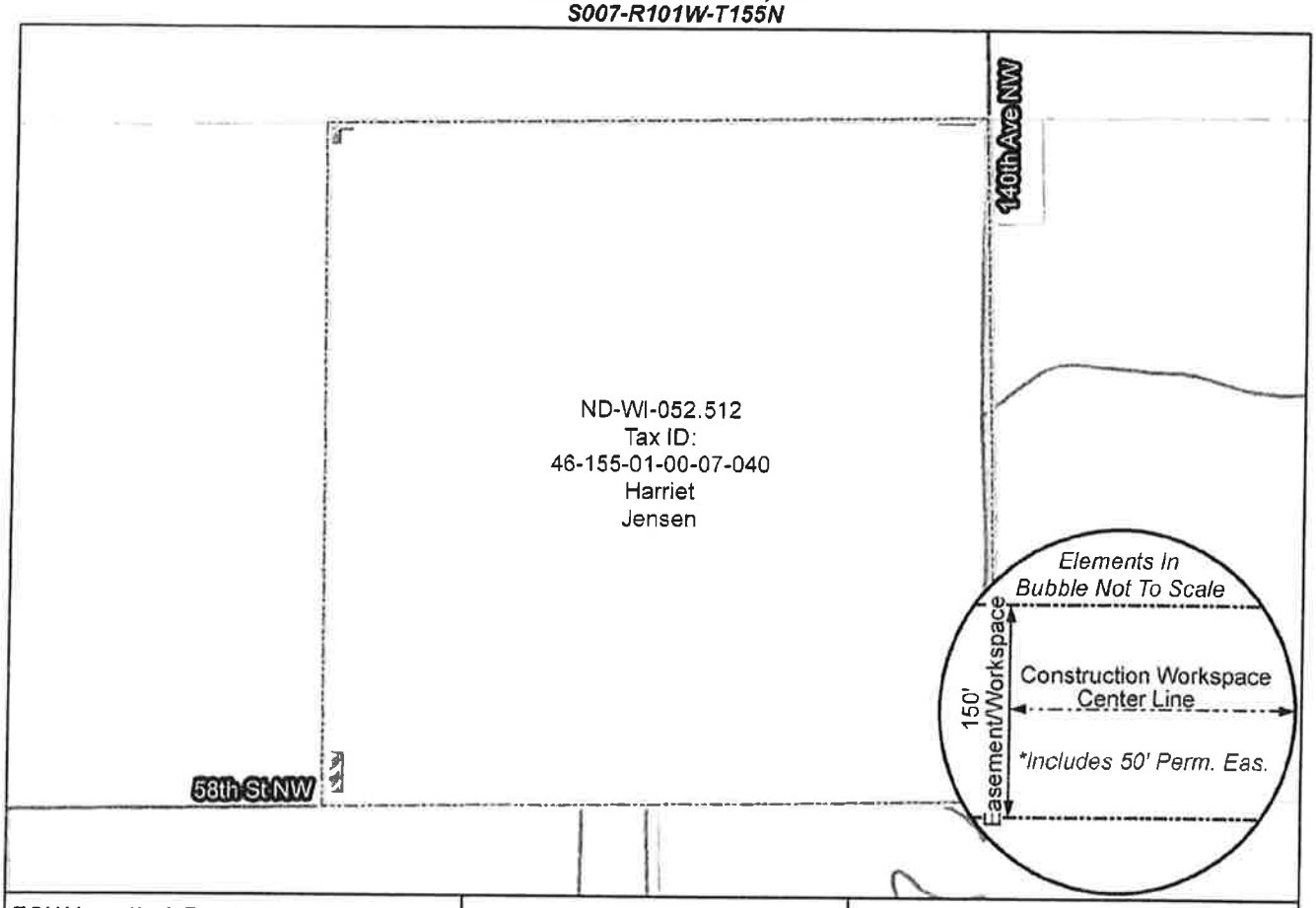
My Commission Expires: 10-7-2016

KATHLEEN E KEY IMES
Notary Public
State of North Dakota
My Commission Expires Oct 7, 2016

814435
Page: 6 of 11
10/23/2015 1:31 PM
WILLIAMS COUNTY, ND
EAS $40.00

Exhibit A

WILLIAMS COUNTY, ND
S007-R101W-T155N



ROW Length: 0 Ft. = 0 Rods
Proposed Permanent Easement: 0.05 Ac.
Temp Easement/ Workspace: 0.87 Ac.
Add Temp Easement/ Workspace: 0.36 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — Feet — 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Harriet Jensen

Tract No.: ND-WI-052.512

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

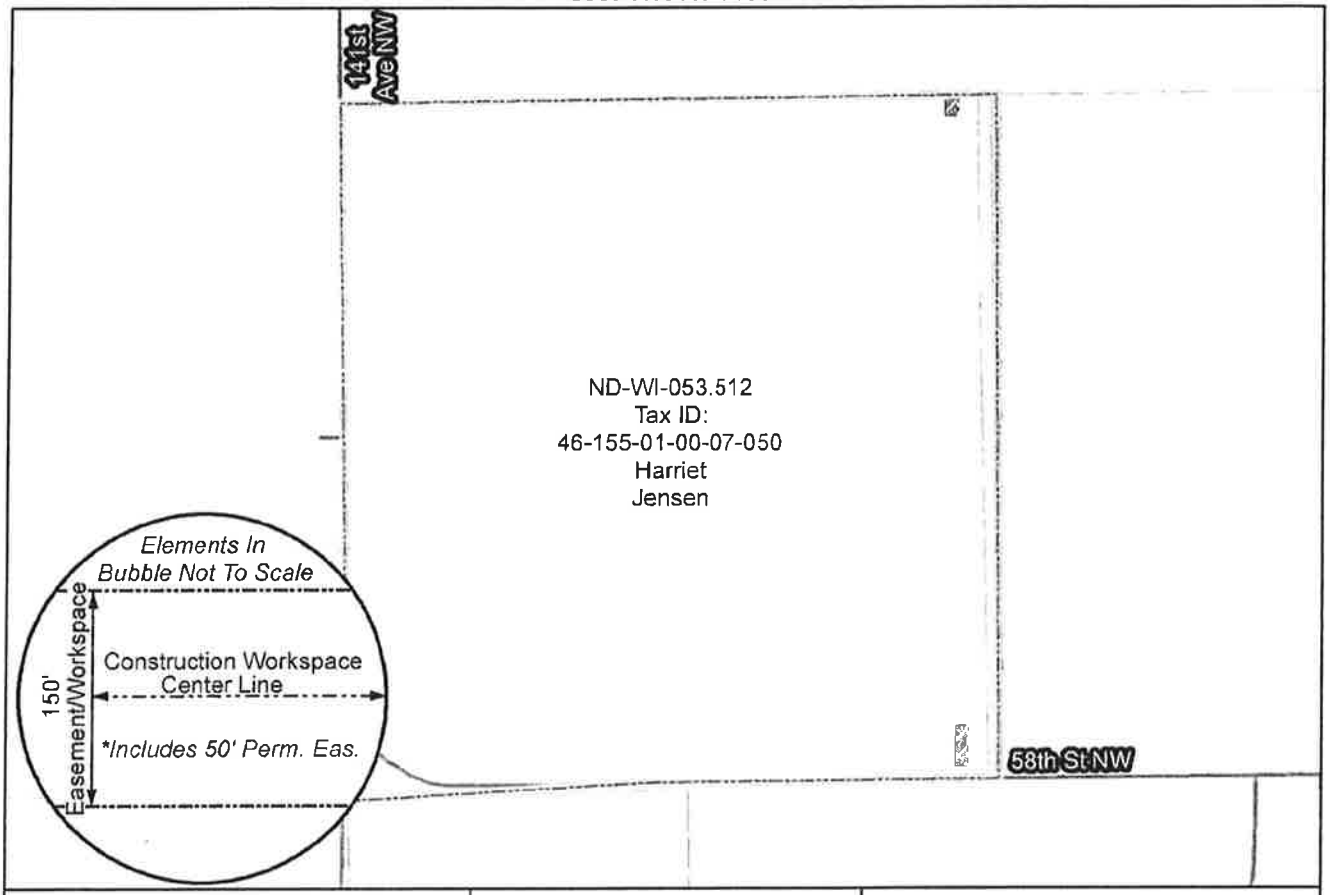
Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Thursday, May 14, 2015 8:55:40 AM

Exhibit A

WILLIAMS COUNTY, ND
S007-R101W-T155N



ROW Length: 2642.75 Ft. = 160.17 Rods
Proposed Permanent Easement: 2.98 Ac.
Temp Easement/ Workspace: 5.2 Ac.
Add Temp Easement/ Workspace: 0.27 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Harriet Jensen

Tract No.: ND-WI-053.512

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Thursday, May 14, 2015 8:52:50 AM

EXHIBIT "B"

This Addendum is attached to and made a part of that certain Easement Agreement dated September 3, 2015, by and between **Harriet Jensen**, as Grantor, and Dakota Access, LLC, of 1300 Main Street, Houston, Texas 77002, as Grantee. If any of the following provisions conflict with or are inconsistent with any of the printed provisions or terms of the Easement Agreement, the following provisions shall control:

1. Grantee may sell or assign in whole or in part its rights to this easement, however, such sale or assignment shall not be effective until Grantor has been delivered notice of the name, address, and phone number of the proposed assignee.
2. Grantor is not prevented from granting other easements that cross this easement provided that such easements or use by others does not damage or interfere with Grantee's use. To that extent, this is a non-exclusive easement. Grantee hereby grants permission to Grantor and the surface occupants to cross the Pipeline Easement at any time with agricultural equipment of normal weight as necessary to carry out normal and customary farming and ranching on the Property.
3. This Agreement is for the installation of one 30-inch steel crude oil pipeline and related equipment for the transportation of crude oil and associated by-products and may not be used for any other purpose. Grantee will allow no surface equipment or apparatus associated with the pipeline to be installed on Grantor's land without separate consent from Grantor, except for pipeline markers and cathodic protection test leads as may be required.
4. Grantee agrees to bury the pipeline a minimum of forty-eight inches (48") from the top on cultivated lands and rangelands and no less than twenty four inches (24") through rock.
5. The Easement consideration compensates Grantor for Any existing structures and improvements located on the Property as of the Effective Date of this Agreement.
6. This pipeline easement shall not be effective, and the Grantee shall have no rights to enter upon the property, until all payments for this easement or for property damage have been paid to Grantor.
7. This pipeline may not be moved, and it may not be replaced by a larger pipeline than originally installed without the written permission of Grantor and additional consideration. If Grantee desires to dig up any part or portion of the pipeline during the term of this easement for any reason, it shall pay damages to Grantor for soil disturbance and actual damages at the then-current fair market value of such damages.
8. Grantee undertakes to and does hereby agree to defend, hold harmless, and indemnify Grantor, his successors, heirs, or assigns, from any and all liability, costs, and attorney's fees Grantor may suffer arising out of any operation, work, procedure, accident or

otherwise involving the use by the Grantee of any portion of the lands described in this easement, or for any environmental damage caused or permitted by Grantee on this easement, or for any damage caused by Grantee'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, having jurisdiction. The term "Grantee" as used in this paragraph includes Grantee's agents, servants, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or in behalf of Grantee for the purposes of accessing, laying, constructing, maintaining, operating, repairing, replacing, inspecting and removing the pipeline. This provision shall continue to apply to any such damage, loss or violation caused by Grantee regardless of any assignment or release of this easement by Grantee.

9. Grantor does not warrant or agree to defend title to the lands covered by this easement. Grantee has assumed the risk of title lien, cloud or claim. Grantee agrees to pay Grantor and/or his tenant(s) for damage to growing crops, livestock, timber, fences or other structural improvements which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of the pipeline and appurtenant facilities. Grantee shall reasonably compensate Grantor or the surface occupants for loss or damage to crops, pastures, fences, structures, improvements, waterlines, diversions, irrigation ditches, terraces, tile lines, tanks, timber, pipelines or any other damages to the Property, improvements, personal property or livestock caused by or resulting from Grantee's use or occupancy of the Property, including damages due to operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.
    a. Should either (i) a growing crop, hay, grass, forage, rangeland or any cropland be damaged or destroyed, or (ii) the agricultural capability of the lands encompassing the Pipeline Easement or the Temporary Construction Easement be reduced or eliminated by Grantee during the use, operation, maintenance or replacement of the Pipeline, Grantor or the surface occupant shall be reasonably compensated for the loss thereof by multiplying the current market price for the crop by the reduced production as evidenced by comparing yields with adjacent lands within the same growing season or most recent full production from the impacted lands.
    b. Grantee shall compensate Grantor or the surface occupant for any injury or loss to Grantor's or the surface occupant's livestock resulting from construction or Grantee's operations or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the individual whole.
    c. In the event Grantee's activities or omissions cause fire on the Property or adjacent lands owned by Grantor, and the property or adjacent lands are used for grazing, Grantee shall promptly pay (i) the reasonable costs of all fire suppression incurred

by Grantor or the surface occupant, (ii) One Hundred Twenty Dollars ($120.00) per acre for all rangeland burned for immediate lost grazing as full and complete satisfaction for said lost grazing for a period of two (2) growing seasons, (iii) replacement costs for fences and any other improvements, including structures, destroyed or damaged by fire, and (iv) all other actual damages, including all costs associated with the prevention and control of cheat grass and cactus, to Grantor or the surface occupant as a result of such fire. Damages for immediate lost grazing shall be paid within one week of establishing the acres burned, and the amount per acre shall be adjusted annually by reference to the "CPI-U" published U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index. Compensation for other damages must be paid within a reasonable time after notification to Grantee of the fire damage in writing, which notice shall include itemization and evidence of the cost associated with the damages.

d. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the Conservation Reserve Program or any substantially similar government program in which it was enrolled and qualified on the Effective Date, Grantee shall reimburse Grantor for any penalties and reimbursement obligations levied against Grantor by the agency administering the program as a consequence of the property's removal.

10. As set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full, the following mitigative measures shall be implemented during topsoil removal and storage. In cultivated lands and rangeland, the actual depth of the topsoil will be stripped from any area excavated. All subsoil material removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile (that is, double ditched.) The contractor shall perform work in a manner to minimize the potential for subsoil and topsoil to be mixed. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench before replacing the topsoil. All tracks, ruts and equipment surface disturbance shall be removed by grading or filling in such tracks or ruts with topsoil after construction, maintenance or inspection. Two years after the construction is completed, Grantee shall also inspect the pipeline easement, and any ground which has sunk or caved in shall be restored to the contour as close to the original slope and contour as is reasonably possible.
11. Grantee shall control by appropriate spraying, or clipping prior to going to seed, all noxious weeds that grow within the pipeline right of way lands disturbed for construction or maintenance as set forth in the abovementioned ECP.

12. Grantee agrees to consult with Grantor and the surface occupants to take such precautions as necessary to protect new vegetation upon reseeding as set forth in the abovementioned ECP.
13. If the pipeline installed upon this easement is not used for a consecutive period of two (2) years, then within one (1) year following that date, the Grantee shall remove this pipeline and restore the surface to the affected areas as otherwise described in this Agreement. Within that same one year period, the Grantee shall also prepare and record a release of all of Grantee's rights, titles, and interests in this pipeline agreement. The requirement to remove the abandoned pipeline may be waived only with a separate agreement signed in advance by the Grantor.
14. Firearms shall not be brought on to the property, and there shall be no hunting allowed on the property covered by this easement by Grantee and its "agents" as defined in Paragraph

This Easement shall run with the land and shall bind the parties, their heirs, successors and assigns. TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the easement rights and privileges herein granted for so long as said easement is useful to Grantee for the purposes stated above, with no cessation of use for more than two (2) years.

GRANTOR:

Harriet Jensen

Harriet Jensen

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Page: 11 of 11
10/23/2015 1:31 PM
WILLIAMS COUNTY, ND EAS $40.00

COUNTY RECORDER, WILLIAMS COUNTY, ND 10/23/2015 1:31 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by Terri Bendickson Deputy 814435

EXHIBIT H-2(g)

Reroute Location 36

810645
Page: 1 of 10
7/31/2015 8:07 AM
WILLIAMS COUNTY, ND
EAS $37.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-190.310
PARCEL ID: 51154020034060
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated July 2nd, 2015, is between **Bradley J. Olson and Marilyn E. Olson, as joint tenants and not as tenants in common,** whose mailing address is **1203 University Avenue, Williston, ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 73.03 acres of land, more or less, situated in the E½NE¼, Ex Street, of Section 34, Township 154 North, Range 102 West, Williams County, North Dakota, as described in that certain Warranty Deed dated November 18, 2002 from Cynthia L. Fisher, a single person, to Bradley J. Olson and Marilyn E. Olson under Instrument Number 603749, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Grantor and Grantee shall agree upon the location of said pipelines prior to any laying, constructing or operating said pipeline by Grantee with the agreement of said location being evidenced by an attached survey plat, Exhibit A to this Right of Way Agreement, of the location of the pipeline. Upon completion of the laying and construction of said pipeline, Grantee shall re-record said Right of Way Agreement and an updated plat to accurately display the as-built location of said pipeline. The location of the pipeline in the as-built plat shall not differ from the previously recorded plat by more than five feet on each side of the pipeline locations laid out in Exhibit A.

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Exhibit A attached hereto is a plat survey of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

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4. The consideration paid by Grantee in this agreement includes the value of the Easements, both permanent and temporary, granted by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional

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drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This agreement is further modified by Exhibit "B", which is not attached and will not be filed of record.

18. This Agreement along with Exhibit "B" contain the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

BSD
LNG0

EXECUTED this 20th day of July, 2015.

GRANTOR:

Bradley J. Olsen

Bradley J. Olsen

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Bradley J. Olsen, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of July, 2015.

Christopher Smith

Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

EXECUTED this 20th day of July, 2015.

GRANTOR:

Marilyn E. Olson

Marilyn E. Olson

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Marilyn E. Olson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of July, 2015.

Notary Public

My Commission Expires: 9-17-20

CHRISTOPHER SMITH
Notary Public
State of North Dakota
My Commission Expires Sep 17, 2020

EXHIBIT "B"

Attached to and made part of that Pipeline Right of Way Grant and Release of Damages agreement dated the day of July, 20 2015, between **Bradley J. Olson and Marilyn E. Olson, as joint tenants and not as tenants in common** (Grantor) and **Dakota Access, LLC** (Grantee) covering the following described lands:

All that certain lot, tract or parcel of land, containing 73.03 acres of land, more or less, situated in the E½NE¼, Ex Street, of Section 34, Township 154 North, Range 102 West, Williams County, North Dakota, as described in that certain Warranty Deed dated November 18, 2002 from Cynthia L. Fisher, a single person, to Bradley J. Olson and Marilyn E. Olson under Instrument Number 603749, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Notwithstanding anything to the contrary in the Right of Way Agreement to which this Exhibit "B" is attached and made part of, the following provisions of this Exhibit "B" are hereby added and incorporated into the Right-of-Way Agreement and shall prevail wherever in conflict with the provisions of said Right of Way Agreement.

1. To the extent the term Grantor is used herein, it is meant to include the original Grantor as well as his/her heirs, successors and assigns. Likewise, to the extent the term Grantee is used herein, it is meant to include the original Grantee, its successors and assigns.

2. All topsoil will be bladed and set to one side, and all subsoil removed from the trench shall be placed in a second stockpile that is separate from the topsoil stockpile. In backfilling the trench, the stockpiled subsoil shall be placed back into the trench before the topsoil is replaced. If the topsoil is not scraped and separated, new topsoil shall be hauled onto the easement to restore the topsoil to its original depth. After completion of the work, the subject lands shall be restored to as near original productivity and condition as reasonably possible.

3. Grantee agrees to take all practicable steps necessary to control and eliminate erosion and washouts caused by its operations upon the land. Grantee agrees to perform any reasonable work requested by Grantor for the maintenance of the easement to ensure its condition does not adversely impact Grantor's use of the land. This work includes, but is not limited to, filling pipeline trenches that have settled below original grade and contour. Grantor shall immediately notify Grantee of any significant erosion, settling or washouts observed in the easement area.

4. If, after five (5) years from the date below, no pipeline has been installed, this easement shall automatically terminate. Once constructed, this easement shall terminate if the pipeline is not used to transport any product for 24 consecutive months. Upon termination of the easement, Grantee shall file a release of record and the pipeline shall be purged of all gases, oil, and vapors and permanently capped, and all above ground structures associated with pipeline shall be removed and the land restored to as near original condition as reasonably possible. When abandoning the pipeline, Grantee shall comply with any applicable laws or regulations of the State of North Dakota or any other governmental authority having jurisdiction over the matter.

5. In the event Grantee determines it is necessary to install any above ground facilities on the easement, it agrees to notify Grantor of the proposed location and to cooperate with any reasonable requests made by Grantor as to the location of the surface facilities.

6. Grantee shall employ timely efforts to control and prevent weeds from growing and going to seed. If necessary and upon request of Grantor, weeds will be controlled by Grantee through two (2) growing seasons following reclamation of the easement area.

7. Grass land seeding of the easement area, if not cultivated as cropland, will be monitored yearly by landowner until grass has been established to as near original condition as reasonably possible. If necessary and upon request of Grantor, re-seeding will be completed yearly by Grantee for a period of two (2) growing seasons following completion of pipeline construction.

8. Grantee hereby agrees to defend, hold harmless and indemnify Grantor from any and all liability, costs, and attorney's fees the Grantor may suffer as a result of claims, demands, costs, or judgments against Grantor arising out of any operation, work, procedure, accident or otherwise caused by.Grantee or for any environmental damage caused or permitted by the Grantee on this easement or Grantee'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 thereof.

9. The damage payment provided for in conjunction with this easement is intended to cover normal and customary damages resulting from the initial construction of the pipeline. Should the Grantee, or anyone claiming under it, cause any extraordinary loss, damage or destruction to the property which is in excess of the reasonable, normal and customary damages contemplated by the parties, such as fire, injury to livestock, or soil damage caused by spills, the Grantee shall be responsible for repairing or restoring such damage and for compensating Grantor for the same.

10. In the event Grantee is required to enter onto the easement area after the initial construction of the pipeline for any reason, it shall compensate Grantor for any damage to growing crops, grass and any other damages, which may result from entry upon the property and/or the exercise of any rights granted in the easement.

11. If requested by Grantor, Grantee shall construct and maintain temporary access across open construction trenches in order to allow Grantor to access cropland for purposes of conducting necessary farming operations.

12. Upon reasonable request, Grantee shall pay Grantor to construct and maintain temporary fences and/or gates around open construction trenches within the easement area in order to protect Grantor's livestock.

13. Grantor does not warrant or agree to defend title to the lands covered herein. Grantee has assumed the risk of title lien, cloud, or claim.

14. If Grantee assigns all or part of this lease, assignee shall remain subject to the terms of this agreement and fully comply with and perform all covenants and obligations imposed herein. Upon request, Grantee shall provide Grantor with the copy of the assignment, which shows the mailing address of the assignee.

GRANTOR

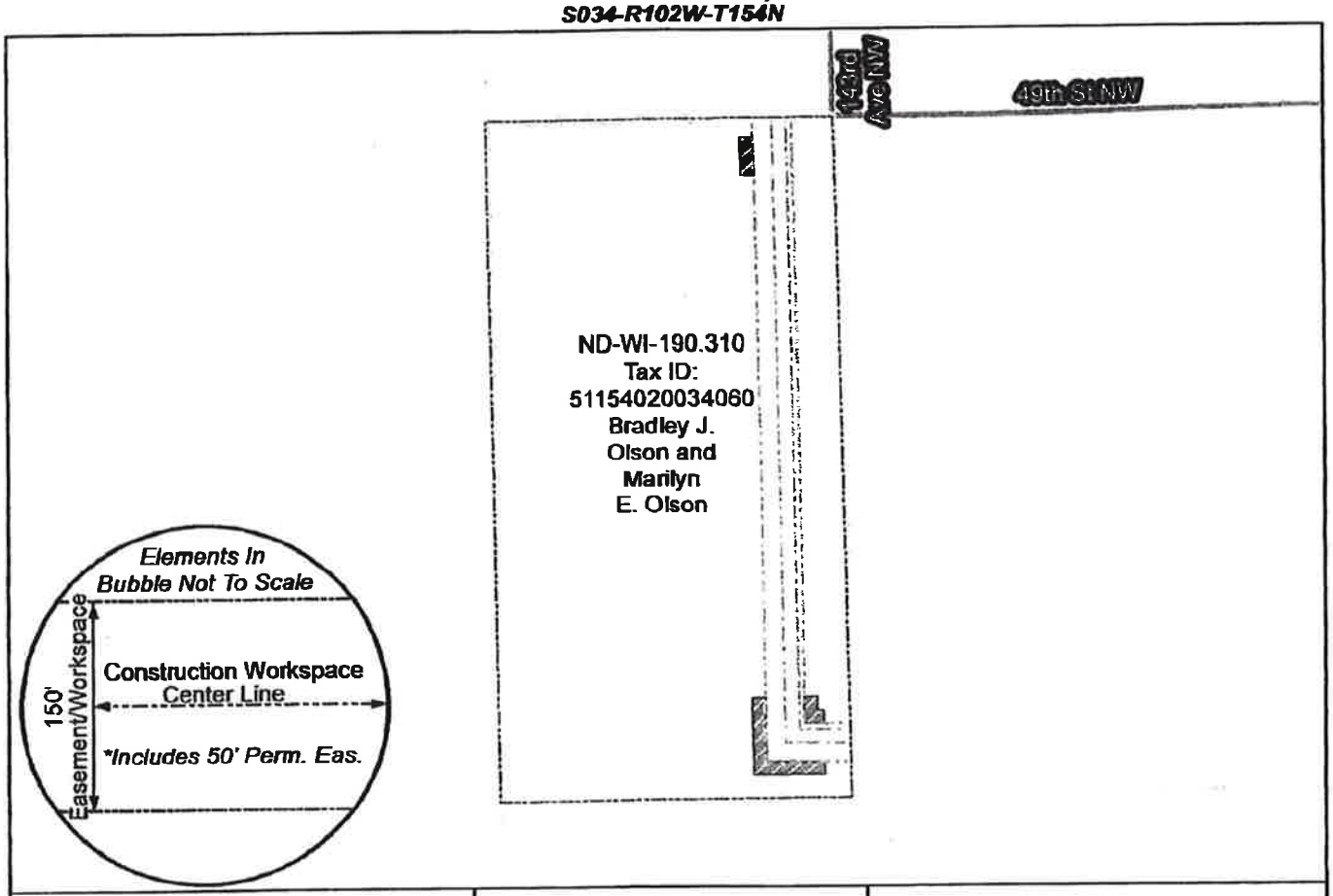
Bradley J. Olson

Marilyn E. Olson

Exhibit A

WILLIAMS COUNTY, ND

S034-R102W-T154N



ROW Length: 2615.86 Ft. = 158.54 Rods
Proposed Permanent Easement: 3 Ac.
Temp Easement/ Workspace: 6.18 Ac.
Add Temp Easement/ Workspace: 0.91 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Bradley J. Olson and Marilyn E. Olson

Tract No.: ND-WI-190.310

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

BTO MLO
Landowner Initials

Date Exported: Tuesday, May 05, 2015 2:10:45 PM

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Page: 1 of 17
10/21/2015 10:35 AM
WILLIAMS COUNTY, ND
EAS $58.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-190.000
PARCEL ID: 51-154-02-00-35-010
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated September 16, 2015, is between **Lee Nelles Leonhardy, as Trustee of the Terrance G. Leonhardy Revocable Trust UDT dated March 14, 2002** whose mailing address is **3117 38th Street Northwest, Washington, DC 20016** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 154.85 acres of land, more or less, situated in the NW¼ of Section 35, Township 154 North, Range 102 West, Williams County, North Dakota, more particularly described in Quit Claim Deed dated December 03, 2002 form Terrance G. Leonhardy and Lee Nelles Leonhardy, husband and wife, to Terrance G. Leonhardy and Lee Nelles Leonhardy, Co-trustees of the Terrance G. Leonhardy Revocable Trust UDT dated March 14, 2002 recorded under Document Number 604085, Office of Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

EXECUTED this 16th day of September, 2015.

GRANTOR:
Terrance G. Leonhardy Revocable Trust
UDT Dated March 14, 2002

By: Lee Nelles Leonhardy
Its: Trustee

GRANTEE:

DAKOTA ACCESS, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

State of Washington)
)ss
County of District of Columbia

BEFORE ME, the undersigned authority, on this day personally appeared Lee Nelles Leonhardy in her capacity as Trustee of the Terrance G. Leonhardy Revocable Trust UDT dated March 14, 2002, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed..

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of September, 2015.

Notary Public

My Commission Expires: 06/14/2017

FAWAD HASAN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires June 14, 2017

FAWAD HASAN NOTARY PUBLIC EXP. 6-14-2017 DISTRICT OF COLUMBIA

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of October, 2015.

DONNA WALTERS
Notary Public, State of Texas
My Commission Expires
March 04, 2016

Donna Walters
Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT B
TO
EASEMENT AGREEMENT

Lee Nelles Leonhardy, as Trustee of the Terrance G. Leonhardy Revocable Trust UDT dated March 14, 2002, herein referred to as "GRANTOR"

Dakota Access, L.L.C. - herein referred to as "GRANTEE"

REGARDLESS OF LANGUAGE TO THE CONTRARY CONTAINED IN THE EASEMENT AGREEMENT THE FOLLOWING SHALL CONTROL:

Definitions:
"GRANTOR" means her/his/their employees, agents, contractors and invitees.

"GRANTEE" means **Dakota Access, L.L.C.**, its employees, agents, contractors, and invitees.

"Easement Corridor" or "Pipeline Corridor" means that area lying within the easement boundaries here granted.

PIPELINE INSTALLATION DAMAGES: GRANTEE shall be responsible for all damages caused by it during and after the installation of the pipeline contemplated by the Easement Agreement.

PIPELINE: This Exhibit B provides GRANTEE the privilege to lay, construct, maintain, operate, repair, replace, inspect, and remove one pipeline contemplated by the Easement Agreement.

1. **Number of Pipeline(s), Easement Width and Depth**: Installation and easement is limited to one pipeline within the easement corridor together with necessary underground fittings, appliances and associated equipment.

2. **Consultation**: GRANTOR and GRANTEE agree that any pipeline to be constructed under the terms of this Agreement shall be in consultation with the GRANTOR.

3. **Route and Map Incorporation**: The route of the pipeline shall be pre-determined before construction shall begin. A map shall be attached to and incorporated herein for the purpose of the proposed pipeline route; this route may be changed upon GRANTEE's consultation with and written approval of GRANTOR.

4. **Construction Start Date**: intentionally omitted.

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EAS $58.00
WILLIAMS COUNTY, ND

5. **Time by which construction must be completed**: GRANTEE agrees to construct and install the pipeline within the Easement Corridor no later than **December 31, 2020.** If the pipeline is not constructed during this time period, the GRANTEE will be deemed to have abandoned the rights to construct the pipeline; and this Easement will terminate.

6. **Term of Agreement and Term Extension:** The duration of this Easement shall be for ninety-nine (99) years.

7. **Compensation**: GRANTEE has agreed to compensate GRANTOR a specific monetary sum for the usual, ordinary and expected damages incurred during the installation of a pipeline and reclamation of the pipeline corridor and access points. GRANTEE shall compensate GRANTOR for future loss, if any, as provided in Paragraph 11 below; and extra-ordinary and unexpected damages.

8. **Tenant/Farmer Direct Payment**: intentionally omitted.

9. **Payment for Additional Disturbances**: GRANTEE shall pay GRANTOR for any entry after initial construction of the pipeline that results in additional surface damages, including damages to crops, grasslands or livestock or improvements.

10. **Nonexclusive easement:** This easement is nonexclusive. GRANTOR shall be permitted to grant easements to others that parallel and/or cross GRANTEE's easement; however such future easements granted that run parallel to GRANTEE's easement shall not lie within the easement corridor here granted without GRANTEE's consent – which said consent shall not be unreasonably withheld. Any future easements granted by GRANTOR that cross the easement corridor must not unreasonably interfere with GRANTEE's use of its easement. GRANTOR reserves the right to farm, graze and otherwise fully use and enjoy the Easement Corridor, provided GRANTOR agrees not to construct or create any obstruction (including planted trees), structure, impound water, construct a canal or any other engineering work on the Easement Corridor that will interfere with the rights and interests of GRANTEE herein granted.

11. **Future loss:** GRANTEE shall be liable for any damage to GRANTOR and GRANTOR's property (whether real or personal) in excess of usual, expected and ordinary damage sustained during initial construction, installation, inspection, maintenance, repair, replacement, removal and reclamation of the pipeline(s). Such damage includes but is not limited to personal injury or death of GRANTOR; damage, injury or death to livestock; and damage to lands within and adjacent to the easement corridor.

    - In the event such excess damage or injury is a result of GRANTEE's operations and/or activities, GRANTEE will pay reasonable compensation to GRANTOR for such loss.

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WILLIAMS COUNTY, ND
EAS $58.00

- GRANTEE shall also be responsible for any damage caused by activities of its subcontractors during the construction, installation, inspection, maintenance, repair, replacement, removal and reclamation of said pipeline(s).

Nothing in this paragraph shall impose liability upon GRANTEE for the negligence, reckless or intentional acts of GRANTOR.

12. **Hold Harmless and Indemnification:** GRANTEE agrees to indemnify, defend and hold the GRANTOR harmless from the claims and demands of all parties arising out of its operations and/or activities relating to the construction, installation, reclamation, use, inspection and maintenance of the pipeline or easement corridor.

    - The GRANTEE also undertakes and does hereby agree to defend, hold harmless and indemnify GRANTOR from any and all liability, costs, and attorney's fees the GRANTOR may suffer as a result of claims, demands, costs, or judgments against GRANTOR, arising out GRANTEE's activities and/or operations on GRANTOR's property, including but not limited to any environmental damage caused by the GRANTEE and GRANTEE'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. This hold harmless and indemnification shall also include, but is not be limited to, any claims by contractors, subcontractors or others for money owed to them as a result of construction, installation, repair or maintenance of GRANTEE's pipeline or easement. This indemnification and hold harmless shall also include any award of damages against GRANTOR for acts of negligence, reckless or intentional conduct of GRANTEE, its employees or its agents.

Nothing in this paragraph shall impose liability upon GRANTEE for the negligence, reckless or intentional acts of GRANTOR.

13. **Gates and Fencing:** Upon request, GRANTEE shall, within reason as determined by GRANTEE, 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 initial construction and installation of pipeline so as to avoid injury to or interference with GRANTOR during said construction; OR GRANTEE shall compensate GRANTOR for the foregoing prior to construction.

.....

    - if GRANTOR should so desire, GRANTOR may place a fence capable of turning livestock across or adjacent to the easement corridor after the

pipeline has been installed, provided that GRANTOR shall perform any such construction within the Easement in a safe manner.

14. **INGRESS and EGRESS TO PIPELINE FOR INSPECTION AND REPAIR:** GRANTEE shall make reasonable good faith efforts to notify GRANTOR in advance before accessing the pipeline for inspection and repair and shall use existing roads or trails or the pipeline corridor for ingress and egress to inspect or repair the pipeline, unless such ingress or egress required is due to an emergency, or GRANTOR is notified and gives consent to use other ingress and egress points.

15. **Notification of Surface Activities:** Before entering the GRANTOR's land, GRANTEE shall make good faith efforts to notify GRANTOR in advance of proposed, non-emergency activities to be conducted upon the surface of the said land.

16. **Daylighting of Pipeline:** Intentionally omitted.

17. **Surface structures:** GRANTEE agrees there shall be no above ground installations, surface equipment, structures or apparatus associated with the pipeline to be installed on the Easement without the express, written consent of GRANTOR, except pipeline markers test leads or rectifiers at fence lines, roadways, railroads, ditches and waterways, or as required by applicable law.

18. **Mineral Reservation, including Aggregates:** GRANTOR reserves all oil, gas, and other minerals on and under said lands, including, but not limited to gravel, clay and scoria that GRANTOR owns at the time GRANTOR executes this Easement Agreement.

19. **Commercial Deposits of Scoria, Sand and Gravel:** GRANTOR shall have the right to exploit and/or mine all commercial quantities of coal, scoria, gravel, sand and/or aggregates [hereinafter collectively "surface minerals"] on or under the lands described in the Easement; provided, however, this clause shall not serve to terminate or amend any existing mineral or materials leases.

    Should GRANTEE'S pipeline interfere with GRANTOR's right to exploit or mine any surface minerals GRANTEE shall either:

    (i) Pay for the value of the surface minerals in place in lieu of GRANTOR exploiting and/or mining the same;

    - it is the intent of the parties that GRANTOR be paid for surface minerals that cannot be exploited or mined as a result of the pipeline presence, not just surface minerals located only within the easement corridor.

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(ii) Exploit or mine to the satisfaction of GRANTOR the surface minerals before installation of the pipeline and stockpile the same on GRANTOR'S adjacent lands.

- Should GRANTEE elect to exploit or mine and remove the material during the installation of the pipeline or at any time thereafter, it shall stockpile the minerals as noted above, and GRANTOR shall provide a location suitable for the stockpile at no cost to GRANTEE.

The Parties will enter into an agreement suitable for whichever above activity GRANTEE selects describing the rights and responsibilities of the Parties.

Before GRANTEE is required to pay under the provisions above, surface mineral(s) must be first mined in an area near or adjacent to the easement corridor and perform reasonable testing to confirm that the commercial vein of such surface mineral(s) lies within the pipeline corridor..

20. **Debris & Rocks:** GRANTEE shall remove all debris, pick rocks four (4") inches in diameter or larger brought to surface and either remove them or bury them at a location designated by GRANTOR, replace topsoil to as near preconstruction condition as possible, compact trench and restore the disturbed area. GRANTEE shall take immediate steps to remove or bury within sixty (60) days from date of written notice unless such period is extended with consent of GRANTOR.

21. **Control of Weeds:** GRANTEE shall employ timely efforts to control and prevent weeds from growing and going to seed on and in the pipeline corridor for a period of time required by Grantee's permits and authorizations but in no case less than three (3) growing seasons following reclamation of the pipeline corridor after the final pipeline is installed.

22. **Restoration of Disturbed areas:** All disturbed surfaces which are not tilled crop land will be re-seeded at GRANTEE's expense with either of the following as determined by GRANTOR:
    (i) an approved local NRCS seed mixture; or
    (ii) same seed as was growing in the area prior to disruption.

GRANTEE 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 GRANTEEs entry upon the lands. GRANTOR shall have the right for a period not to exceed three (3) years from date of completion of the pipeline to make reasonable determination that the ground and foliage has been satisfactorily been restored.

During construction and installation or maintenance or repair of the pipeline, topsoil shall be set aside and then 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.

23. **Restoration Upon Abandonment:** Upon final abandonment of the pipeline GRANTEE shall comply with all Local, State and Federal rules or regulations concerning the same. GRANTEE shall remain responsible for any hazardous or dangerous condition relating to the pipeline.

24. **Miscellaneous:**

- GRANTEE must comply with the North Dakota Environmental Construction Plan on file with the North Dakota Public Service Commission.

- GRANTEE 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.

- During reclamation GRANTEE 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 GRANTEE.

- GRANTEE will take all steps reasonably necessary to prevent erosion of the easement corridor.

- Confidentiality provisions in the Pipeline Right of Way Grant, Release of Damages or payment agreement if any are hereby struck and void.

- GRANTOR must approve all fence repairs. Such approval will not to be unreasonable withheld.

- GRANTEE agrees that if a water flowing spring develops during and resulting from the construction of the pipeline, and the spring continues to flow or cause a wetland like area in otherwise agriculturally productive lands the GRANTEE shall pay for the total value of lost production and shall continue to pay per harvest year as long as the lands are not able to produce crop. The price paid shall be an amount equal to the total amount of acres burdened by water damage multiplied by the commodity price of crop planted on adjacent acreage and the corresponding yield.

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25. **Abandonment by nonuse:** If any of GRANTEE's pipeline(s) are abandoned by non-use, or by not maintaining the same as required by any applicable regulatory authority, for a period of thirty-six (36) consecutive months, this Easement Agreement becomes null and void and will be released of record and GRANTEE's rights to the same shall automatically, without out further action on the part of GRANTOR, revert to the GRANTOR.

    - Upon abandonment as provided above, GRANTEE will make every effort to render pipeline clean and safe for dormancy.

    - GRANTEE at its expense shall remove the pipeline from GRANTOR's property, if a local, state, or federal government agency or other governing regulatory body requires at any time that the pipeline is to be removed.

    The provisions of the paragraph shall not apply for any period of time when such non-use or failure to maintain the pipeline is the result of enforcement or any governmental rule or regulation temporarily prohibiting the use of the pipeline.

26. **Right to Cure:** In the event GRANTOR deems or considers GRANTEE to be in default of any provision or requirement, GRANTOR shall provide written notice to GRANTEE of said default and GRANTEE shall then have **sixty (60)** days from receipt of said notice to commence to cure or contest the claimed default.

    A. The Pipeline trench must be fully backfilled and topsoil must be replaced on the Easement Corridor immediately following construction.

    B. Contractor must stay on the agreed Easement, existing lease roads or public highways during the construction phase under this Easement Agreement, unless otherwise consented to by GRANTOR;

    C. No livestock will be let out by GRANTEE. Gates, if any, shall remain closed at all times while GRANTEE is on the right of way. All permanent gates installed shall be steel gates; no wire gates. During initial construction, fence gaps shall be no wider than fifty (50) feet without additional pole support and shall in all cases have sufficient tension to turn back livestock.

    D. GRANTOR shall notify GRANTEE about the location(s) of a sinkhole (if any) that is located in the easement corridor, or caused by GRANTEE's activities; and GRANTEE shall take immediate steps to fill in the sinkhole.

GRANTEE upon GRANTOR providing notice or contact concerning the above items shall make at a minimum contact with GRANTOR within 24 hours by telephone, email, facsimile transmission or in person acknowledging notice from or contact by GRANTOR.

27. **No warranty of title:** GRANTOR does not warrant or guarantee title to the easement granted. GRANTEE is put on notice that the easement may be subject to superior rights, including but not limited to rights of mineral development that precede this grant of easement.

28. **Attorney's fees:** Should GRANTOR engage legal counsel to enforce any provision of the Easement including this Exhibit, and should the Court rule in favor of the GRANTOR whether in whole or in part, GRANTEE shall be responsible for GRANTOR's reasonable attorney's fees and costs.

29. **GRANTEE's Current Contact Information for Purpose of Notice:** Should GRANTOR be required to provide notice or otherwise need to contact GRANTEE for any matter relating to this easement, GRANTEE may be notified and contacted at:

DAKOTA ACCESS, LLC
ATTN: Land and Right of Way
1300 Main Street
Houston, Texas 77002
Telephone: (713) 989-1000

30. **Notice:** If GRANTEE's contact information should change, GRANTEE shall promptly provide GRANTOR a change of mailing address, telephone number and email address to which GRANTOR may provide notice when required under this Agreement. Until GRANTOR receives such notice in writing from GRANTEE, notice to the above address shall be deemed sufficient for purposes of this Agreement.

- **If GRANTEE assigns or otherwise conveys its interest or rights hereunder to another, GRANTEE shall provide GRANTOR contact information within thirty (30) days of assignment.** Until GRANTOR receives such notice in writing from GRANTEE, notice to the above address shall be deemed sufficient for purposes of this Agreement.

BINDING EFFECT: Provisions of the Exhibit are binding upon the GRANTOR and GRANTEE, their heirs, assigns and estates.

GRANTOR
Terrance G. Leonhardy Revocable Trust - UDT dated March 14, 2002

By: Lee Nelles Leonhardy
Its: Trustee

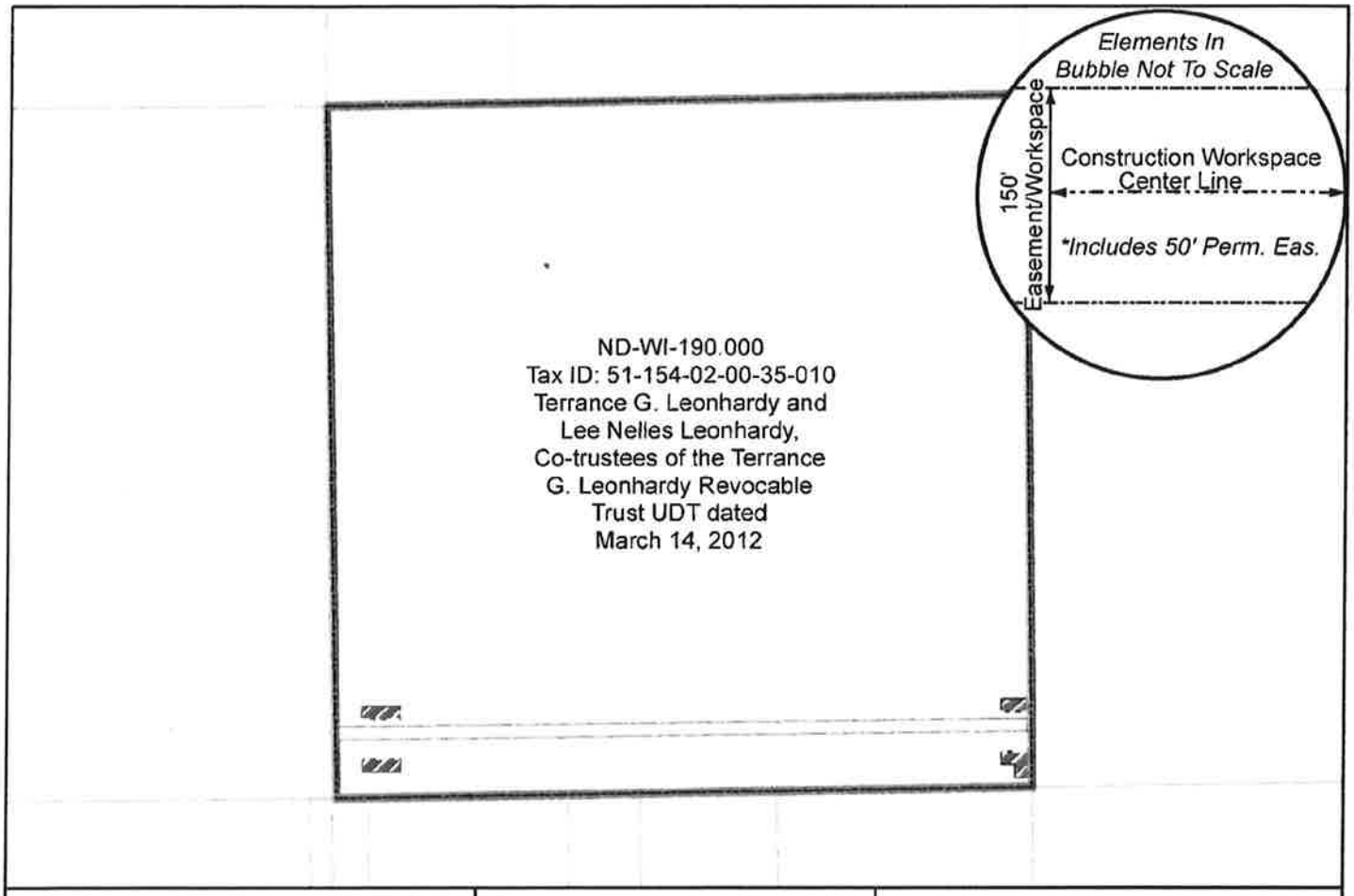
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Exhibit A

WILLIAMS COUNTY, ND

S035-R102W-T154N



ROW Length: 2639.05 Ft. = 159.94 Rods
Proposed Permanent Easement: 3.03 Ac.
Temp Easement/ Workspace: 6.1 Ac.
Add Temp Easement/ Workspace: 0.65 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Terrance G. Leonhardy and Lee Nelles Leonhardy, Co-trustees of the Terrance G.

Tract No.: ND-WI-190.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Monday, August 03, 2015 8:17:28 AM

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WILLIAMS COUNTY, ND EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-190.200
PARCEL ID: 51154020035020
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated April 22, 2015, is between **Gerald Halvorson and Cheryl Halvorson, husband and wife,** whose mailing address is **P.O. Box 1894, Williston, ND 58802,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, situated in the NE1/4 of Section 35, Township 154 North, Range 102 West, Williams County, North Dakota as described in that certain Warranty Deed dated December 8, 1992 from Abe Owan to Gerald Halvorson and Cheryl Halvorson, husband and wife, recorded under Clerk's File Number 547458, Official Public Records, Williams County, North Dakota.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline

as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the

Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 22nd day of April, 2015.

GRANTOR:

Gerald Halvorson

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Gerald Halvorson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of April, 2015.

Notary Public

My Commission Expires: 12/17/2020

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WILLIAMS COUNTY, ND

EXECUTED this 22nd day of April, 2015.

GRANTOR:

Cheryl Halvorson

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of April, 2015.

Dan Walters
Notary Public

My Commission Expires: 12/17/2020

DAN WALTERS
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
December 17, 2020

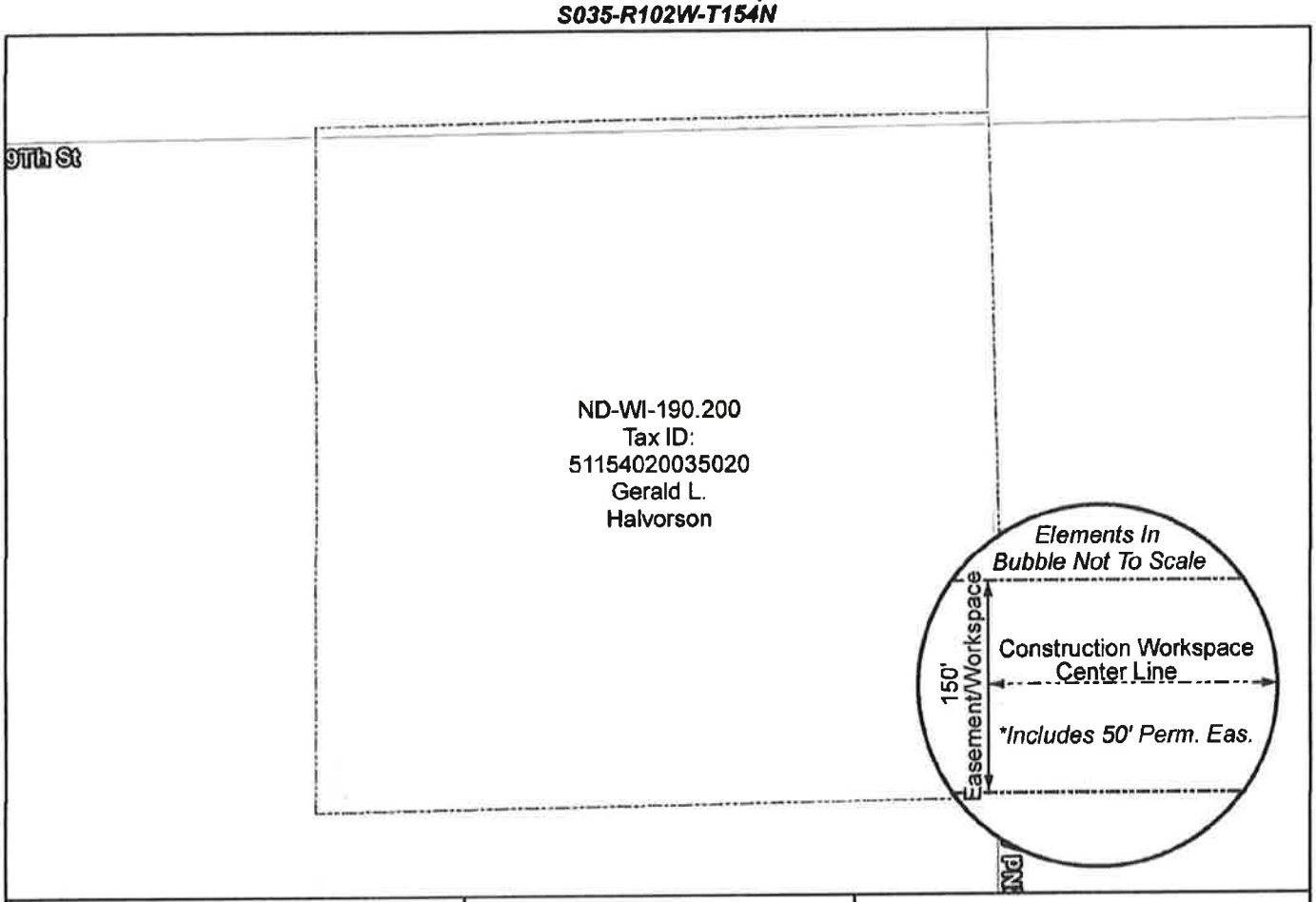
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Exhibit A

WILLIAMS COUNTY, ND

S035-R102W-T154N



ROW Length: 234.39 Ft. = 19.27 Rods
Proposed Permanent Easement: 0.37 Ac.
Temp Easement/ Workspace: 0.73 Ac.
Add Temp Easement/ Workspace: Ac.
Launch & Receiver/Valve Site: Ac.
Driveway Length: Ft.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Gerald L. Halvorson

Tract No.: ND-WI-190.200

- Mainline Valve Site
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Friday, January 16, 2015 3:12:29 PM

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WILLIAMS COUNTY, ND EAS $31.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-192.205
PARCEL ID: 51-154-02-00-35-030
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated November 18, 2015, is between **Robert G. Jackson and Jane E. Jackson, co-trustees of the Jackson Family Trust dated September 06, 2013,** whose mailing address is **17036 8th Avenue Northeast, Seattle, WA 98155,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160.00 acres of land, more or less, being situated in the SE/4 of Section 35, Township 154 North, Range 102 West, Williams County, North Dakota, as described in that certain Warranty Deed dated October 03, 2013, from Robert George Jackson and Jane E. Jackson, his wife, to Robert G. Jackson and Jane E. Jackson, co-trustees of the Jackson Family Trust dated September 06, 2013, recorded under Instrument Number 773565, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 18 day of November, ~~2014.~~ 2015. RGJ

GRANTOR:

Robert G. Jackson, Trustee

ACKNOWLEDGMENT

(Individual)

State of WASHINGTON)
)ss
County of King)

BEFORE ME, the undersigned authority, on this day personally appeared Robert G. Jackson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of November, ~~2014.~~ 2015.

Notary Public
State of Washington
ROSS A ROMERO
MY COMMISSION EXPIRES
December 11, 2018

Notary Public

My Commission Expires: 12/11/2018

EXECUTED this 18 day of Nov., 2015.

GRANTOR:

Jane E Jackson

Jane E. Jackson, Trustee

ACKNOWLEDGMENT

(Individual)

State of WASHINGTON)

)ss

County of King)

BEFORE ME, the undersigned authority, on this day personally appeared Jane E. Jackson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of November, 2015.

Notary Public
State of Washington
ROSS A ROMERO
MY COMMISSION EXPIRES
December 11, 2018

Notary Public

My Commission Expires: 12/11/2018

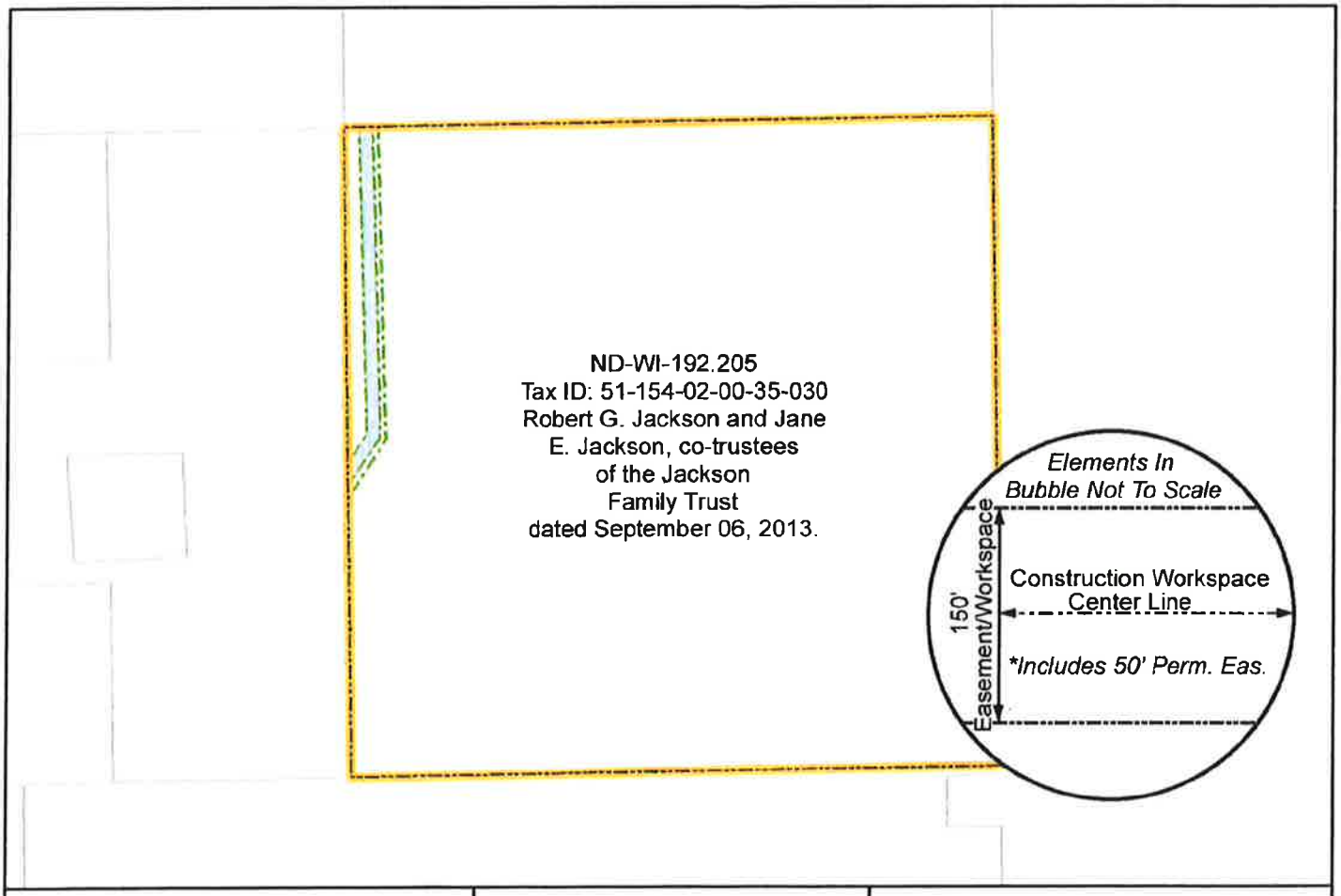
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Exhibit A

WILLIAMS COUNTY, ND

S035-R102W-T154N



ROW Length: 1440.24 Ft. = 87.29 Rods
Proposed Permanent Easement: 1.65 Ac.
Temp Easement/ Workspace: 3.11 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Robert G. Jackson and Jane E. Jackson, co-trustees of the Jackson Family Trust

Tract No.: ND-WI-192.205

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

X RGJ JEJ
Landowner Initials

Date Exported: Friday, June 12, 2015 2:24:51 PM

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12/3/2015 1:59 PM
WILLIAMS COUNTY, ND EAS $52.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-194.000, 197.000
PARCEL ID: 09-153-02-00-02-050, 09-153-02-00-02-010
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated November 19, 2015, is between **Caroline Olson, Trustee of the Caroline Olson Revocable Trust; Thomas J. Toussaint; William J. Toussaint; Sharon Ann Robinson**, whose mailing address is **17112 117th Place Northeast, Kirkland, WA 98034** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, and (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement")."). The Pipeline Easement and the Temporary Construction Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 279.36 acres of land, more or less, being Lots 1, 2, 3, NE1/4SW1/4, S1/2SW1/4 and the SE1/4NW1/4 of Section 2, Township 153 North, Range 102 West, Williams County, North Dakota, more specifically described in that Warranty Deed dated June 13, 2012 from Caroline Olson, a single person, to Caroline Olson, Trustee of the Caroline Olson North Dakota Revocable Trust, recorded under Document Number 740497, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement and the Temporary Construction Easement.. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of initial construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee will bury the pipelines laid hereunder with a cover of at least forty-eight inches (48") from the top of the pipe to the surface of the ground; except it shall be buried not less than twenty-four inches (24") through solid rock (for example purposes, if a section of the pipeline is in an area that has solid rock beginning twelve inches under the surface of the topsoil, the pipeline would be laid 36 inches deep – that is, under 12 inches of soil and through 24 inches of rock). In all sections where the pipeline is laid less than 48 inches deep, the Grantee will conspicuously sign the area above the pipeline at intervals of not less than every 100 feet.

d. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

e. Grantee agrees that under no circumstances shall it cause or allow saltwater to be transmitted through the pipeline.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access in, to, through, on, over, under, and across the Pipeline Easement (and the Temporary Construction Easement while in effect) for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. If Grantor

erects any fences across the or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Pipeline Easement is locked, Grantor must supply Grantee with a key or allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement and the Temporary Construction Easement. In addition, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement and Pipeline Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made.

6. Grantor excepts from the Pipeline Easement and reserves to Grantor, rights to farm the Pipeline Easement and to graze livestock thereon; Grantor further reserves the right to build and maintain fences, terraces, power lines, pipelines, and roads across the Pipeline Easement as well as the right to fully use and enjoy the said premises in any manner on the Pipeline Easement. Grantor reserves the right to convey similar rights and privileges to such other persons and at such other times as Grantor may so desire; provided that such additional rights and privileges granted shall be exercised in a reasonable manner so as not to unreasonably interfere with the rights of Grantee herein.

7. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, and reservoirs on the Easements which may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

8. Grantor shall retain all the rights to water, oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

9. Grantor shall retain all rights to farm the surface of the Easements and harvest crops grown upon the Easements so long as such farming does not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the Easements to the condition in which they were in prior to the immediately

preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee's restoration shall include remediation of any contamination of the Property with Hazardous Material by Grantee, as defined herein. The term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto), petroleum products and their derivatives, salt water, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws. The term "Environmental Laws" means any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim and liability and loss from personal injury, property damage resulting from or arising out of the use of the easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the pipelines by Grantee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused solely by the acts of Grantor, or its servants, agents or invitees.

14. Grantee agrees to indemnify and hold Grantor harmless from and against any claim and liability and loss from or related to contamination of the Property with Hazardous Material and against any claim and liability and loss from or related to violations of Environmental Laws but only to the extent that such contamination, claim, liability and loss results, in whole or in part, from the acts or omissions of Grantee.

15. Grantee shall, at its cost and expense, at all times during the term of the Easements, maintain and carry for the joint benefit, and in the names, of Grantor and Grantee, as co-insureds, with cross liability endorsement, property damage, personal liability, and environmental contamination insurance, by the terms of which Grantor shall be indemnified against liability for damage, contamination of Grantor's Property with Hazardous Material, or injury to property or person (including death) occurring on the Easements, or any part thereof, or arising from the use or occupancy thereof, or arising directly or indirectly from any act or omission of Grantee, its employees, agents, representatives, assigns or licensees. Such insurance policy or policies shall name Grantor, and others designated by Grantor as having an insurable interest, as additional insured(s) limited to Grantee's indemnity obligation hereunder and shall be carried and maintained by Grantee on the minimum basis of Two million and 00/100 Dollars ($2,000,000.00) for bodily injury (including death), environmental contamination, and property damage; Four Million and 00/100 Dollars ($4,000,000) aggregate. Grantee shall deliver to Grantor the certificate of each insurance carrier as to each such insurance policy prior to Grantee's construction of the pipeline. Each insurance policy shall contain a clause that it cannot be canceled or reduced in scope without thirty (30) days' prior written notice to Grantor; however, under no circumstances shall this notice provision be interpreted to allow Grantee to avoid its obligation to continually maintain insurance according to the foregoing minimums.

16. If at any time after five years from the date hereof, Grantee should abandon the rights granted herein for said pipelines and appurtenances constructed upon said land and if such abandonment should continue for a continuous period of as long as two years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns. Grantee's failure to transmit hydrocarbons through the pipeline shall constitute abandonment of the rights granted herein for the purposes of this paragraph. Grantee shall have the right for two years following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, Grantor shall have the option to retain any such property remaining on said land as its property, or to compel Grantee to remove any such property at Grantee's expense.

17. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees upon the written consent of Grantor, which consent shall not be unreasonably withheld or delayed. In the event of approved assignment, the Grantor shall be provided a copy of all documents pertaining to such assignment. Grantee and all Grantee's successors in interest shall in all events remain liable for performance of this Agreement with the Assignee, and the Assignee shall also be required to assume all obligations on this Agreement. Notwithstanding the foregoing, Grantee shall have the right to assign this Agreement to any parent, subsidiary or affiliated entity without Grantor consent, but Grantee shall provide written notice thereof to Grantor within ninety days thereafter. The Pipeline Easement and shall be for ninety nine years

(99) and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

18. In accordance with the provisions of Section 47-05-02.1 of the North Dakota Century Code, the duration of the easement granted herein is limited to ninety nine (99) years.

19. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

20. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

21. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

22. This agreement is further modified by Addendum "A", which is not attached and will not be filed of record.

23. This Agreement along with Addendum "A" contain the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

24. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 22 day of Oct, 2015.

GRANTOR:
Caroline Olson Revocable Trust

Caroline Olson (Trustee)

By: Caroline Olson
Its: Trustee

ACKNOWLEDGMENT

State of WA)
)ss
County of King)

BEFORE ME, the undersigned authority, on this day personally appeared Caroline Olson in her power as Trustee of the Caroline Olson Revocable Trust, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22 day of Oct, 2015.

Notary Public

My Commission Expires: 9 19 19

Notary Public
State of Washington
SEUNG W LEE
My Appointment Expires Sep 19, 2019

EXECUTED this 22 day of Oct, 2015.

GRANTOR:

William J. Toussaint

ACKNOWLEDGMENT

State of WASHINGTON)
)ss
County of KING)

BEFORE ME, the undersigned authority, on this day personally appeared William J. Toussaint, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of October, 2015.

Notary Public
State of Washington
CHARLES L SAUGET
MY COMMISSION EXPIRES
August 08, 2017

Notary Public

My Commission Expires: Aug. 07, 2017

EXECUTED this 22 day of October, 2015.

GRANTOR:

Sharon Ann Robinson

Sharon Ann Robinson

ACKNOWLEDGMENT

State of Washington)
)ss
County of Thurston)

BEFORE ME, the undersigned authority, on this day personally appeared Sharon Ann Robinson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22 day of October, 2015.

Notary Public

My Commission Expires: 11.10.16

Notary Public
State of Washington
HOPE A MCDONALD
MY COMMISSION EXPIRES
November 10, 2016

816380
Page: 8 of 15
12/3/2015 1:59 PM
EAS $52.00

WILLIAMS COUNTY, ND

ACKNOWLEDGMENT

State of _____)
)ss
County of _____)

BEFORE ME, the undersigned authority, on this day personally appeared Caroline Olson in her power as Trustee of the Caroline Olson Revocable Trust, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission

Expires:

EXECUTED this day of , 2015.

GRANTOR:

_____

Thomas J. Toussaint

ACKNOWLEDGMENT

State of Washington)
)ss
County of Clark)

BEFORE ME, the undersigned authority, on this day personally appeared Thomas J. Toussaint, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of October, 2015.

ROBERT BECKEL NOTARY PUBLIC COMMISSION EXPIRES JUNE 06, 2017 STATE OF WASHINGTON

Notary Public Robert Beckel

My Commission Expires: 6/6/2017

EXECUTED this 22nd day of October, 2015.

GRANTOR:

William J. Toussaint

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EAS $52.00

WILLIAMS COUNTY, ND

EXECUTED this 19th day of November, 2015.

GRANTEE:

Dakota Access, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access , LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19th day of November, 2015.

MARIA E. ACOSTA
Notary Public, State of Texas
My Commission Expires
November 19, 2017

Notary Public, State of Texas

My Commission Expires:_____

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EAS $52.00

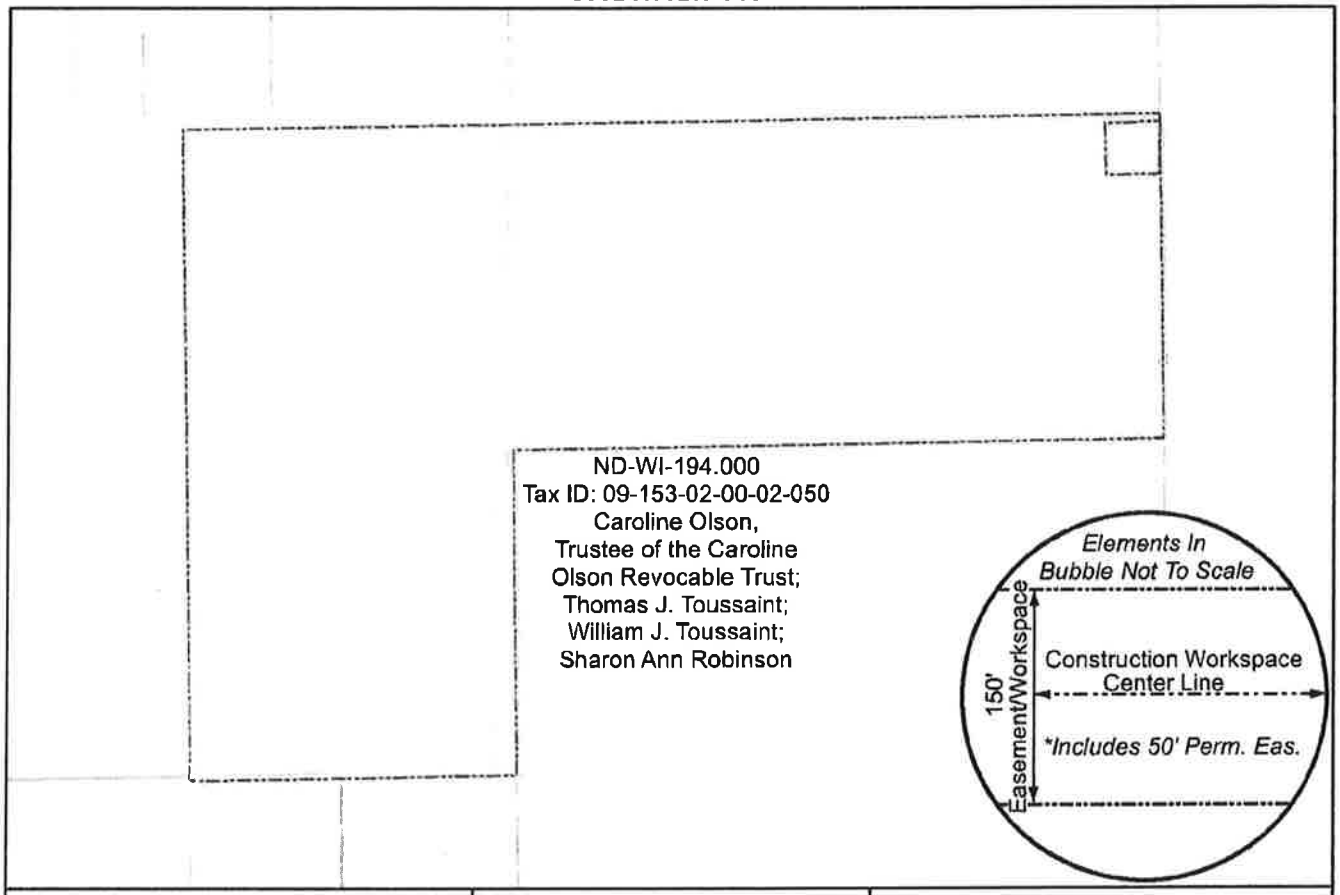
WILLIAMS COUNTY, ND

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WILLIAMS COUNTY, ND
EAS $52.00

Exhibit A

WILLIAMS COUNTY, ND

S002-R102W-T153N



ROW Length: 2641.21 Ft. = 160.07 Rods
Proposed Permanent Easement: 3.03 Ac.
Temp Easement/ Workspace: 6.06 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Caroline Olson, Trustee of the Caroline Olson Revocable Trust; Thomas J.

Tract No.: ND-WI-194.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

CO.
Landowner Initials

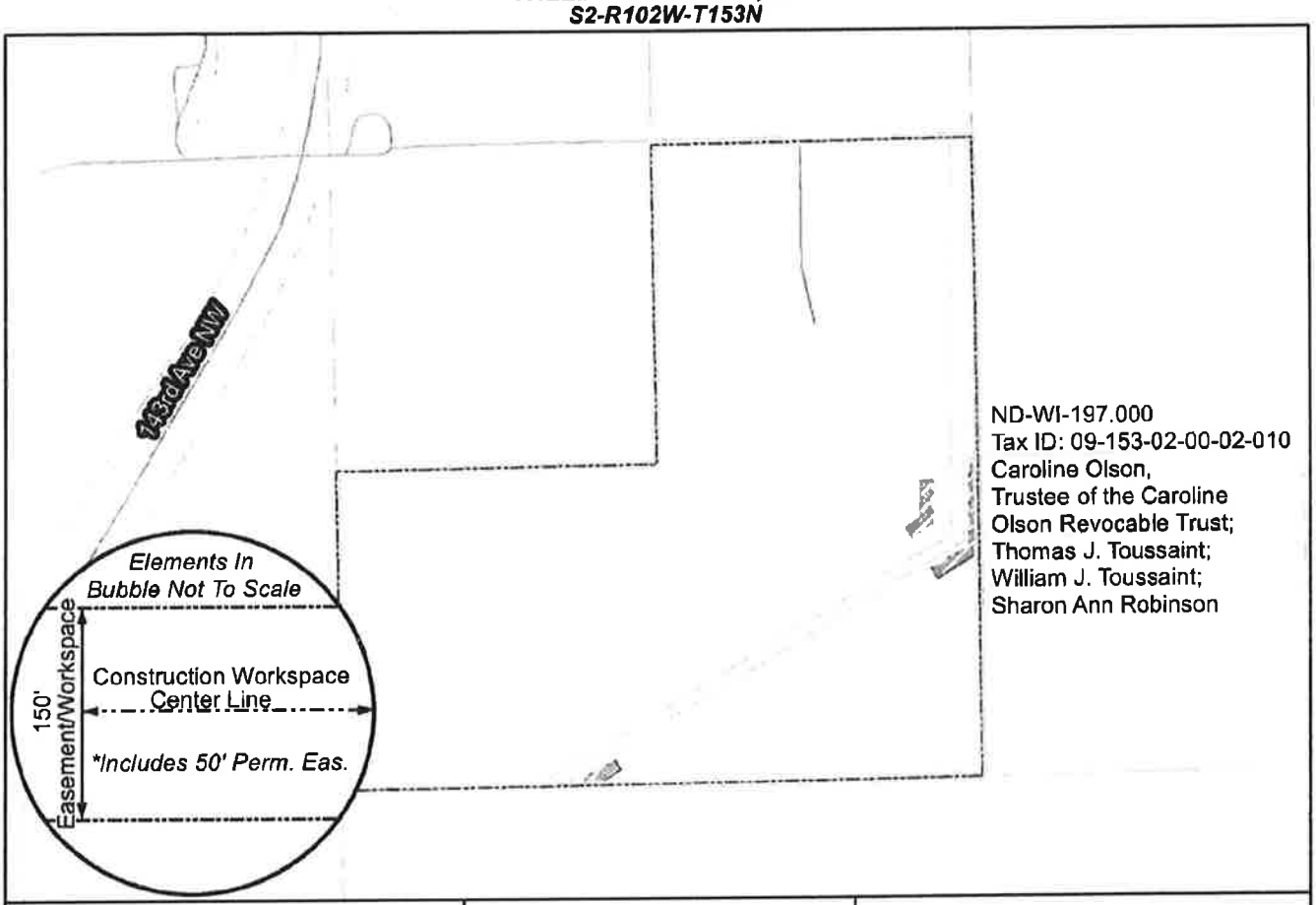
Date Exported: Tuesday, October 13, 2015 7:52:53 AM

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WILLIAMS COUNTY, ND
EAS $52.00

Exhibit A

WILLIAMS COUNTY, ND

S2-R102W-T153N



ROW Length: 3618.28 Ft. = 219.29 Rods
Proposed Permanent Easement: 4.15 Ac.
Temp Easement/ Workspace: 8.36 Ac.
Add Temp Easement/ Workspace: 1.02 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Caroline Olson, Trustee of the Caroline Olson Revocable Trust; Thomas J.

Tract No.: ND-WI-197.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Tuesday, October 13, 2015 7:55:17 AM

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EAS $52.00

WILLIAMS COUNTY, ND

COUNTY RECORDER, WILLIAMS COUNTY, ND 12/3/2015 1:59 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by Jorri Bendickson Deputy 816380



816380
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12/3/2015 1:59 PM
EAS $52.00
WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-194.000, 197.000
PARCEL ID: 09-153-02-00-02-050, 09-153-02-00-02-010
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated November 19, 2015, is between **Caroline Olson, Trustee of the Caroline Olson Revocable Trust; Thomas J. Toussaint; William J. Toussaint; Sharon Ann Robinson**, whose mailing address is **17112 117th Place Northeast, Kirkland, WA 98034** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, and (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement")."). The Pipeline Easement and the Temporary Construction Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 279.36 acres of land, more or less, being Lots 1, 2, 3, NE1/4SW1/4, S1/2SW1/4 and the SE1/4NW1/4 of Section 2, Township 153 North, Range 102 West, Williams County, North Dakota, more specifically described in that Warranty Deed dated June 13, 2012 from Caroline Olson, a single person, to Caroline Olson, Trustee of the Caroline Olson North Dakota Revocable Trust, recorded under Document Number 740497, Official Public Records, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement and the Temporary Construction Easement.. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of initial construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee will bury the pipelines laid hereunder with a cover of at least forty-eight inches (48") from the top of the pipe to the surface of the ground; except it shall be buried not less than twenty-four inches (24") through solid rock (for example purposes, if a section of the pipeline is in an area that has solid rock beginning twelve inches under the surface of the topsoil, the pipeline would be laid 36 inches deep – that is, under 12 inches of soil and through 24 inches of rock). In all sections where the pipeline is laid less than 48 inches deep, the Grantee will conspicuously sign the area above the pipeline at intervals of not less than every 100 feet.

d. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

e. Grantee agrees that under no circumstances shall it cause or allow saltwater to be transmitted through the pipeline.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access in, to, through, on, over, under, and across the Pipeline Easement (and the Temporary Construction Easement while in effect) for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. If Grantor

erects any fences across the or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Pipeline Easement is locked, Grantor must supply Grantee with a key or allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement and the Temporary Construction Easement. In addition, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement and Pipeline Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made.

6. Grantor excepts from the Pipeline Easement and reserves to Grantor, rights to farm the Pipeline Easement and to graze livestock thereon; Grantor further reserves the right to build and maintain fences, terraces, power lines, pipelines, and roads across the Pipeline Easement as well as the right to fully use and enjoy the said premises in any manner on the Pipeline Easement. Grantor reserves the right to convey similar rights and privileges to such other persons and at such other times as Grantor may so desire; provided that such additional rights and privileges granted shall be exercised in a reasonable manner so as not to unreasonably interfere with the rights of Grantee herein.

7. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, and reservoirs on the Easements which may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

8. Grantor shall retain all the rights to water, oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

9. Grantor shall retain all rights to farm the surface of the Easements and harvest crops grown upon the Easements so long as such farming does not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the Easements to the condition in which they were in prior to the immediately

preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee's restoration shall include remediation of any contamination of the Property with Hazardous Material by Grantee, as defined herein. The term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto), petroleum products and their derivatives, salt water, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws. The term "Environmental Laws" means any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim and liability and loss from personal injury, property damage resulting from or arising out of the use of the easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the pipelines by Grantee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused solely by the acts of Grantor, or its servants, agents or invitees.

14. Grantee agrees to indemnify and hold Grantor harmless from and against any claim and liability and loss from or related to contamination of the Property with Hazardous Material and against any claim and liability and loss from or related to violations of Environmental Laws but only to the extent that such contamination, claim, liability and loss results, in whole or in part, from the acts or omissions of Grantee.

15. Grantee shall, at its cost and expense, at all times during the term of the Easements, maintain and carry for the joint benefit, and in the names, of Grantor and Grantee, as co-insureds, with cross liability endorsement, property damage, personal liability, and environmental contamination insurance, by the terms of which Grantor shall be indemnified against liability for damage, contamination of Grantor's Property with Hazardous Material, or injury to property or person (including death) occurring on the Easements, or any part thereof, or arising from the use or occupancy thereof, or arising directly or indirectly from any act or omission of Grantee, its employees, agents, representatives, assigns or licensees. Such insurance policy or policies shall name Grantor, and others designated by Grantor as having an insurable interest, as additional insured(s) limited to Grantee's indemnity obligation hereunder and shall be carried and maintained by Grantee on the minimum basis of Two million and 00/100 Dollars ($2,000,000.00) for bodily injury (including death), environmental contamination, and property damage; Four Million and 00/100 Dollars ($4,000,000) aggregate. Grantee shall deliver to Grantor the certificate of each insurance carrier as to each such insurance policy prior to Grantee's construction of the pipeline. Each insurance policy shall contain a clause that it cannot be canceled or reduced in scope without thirty (30) days' prior written notice to Grantor; however, under no circumstances shall this notice provision be interpreted to allow Grantee to avoid its obligation to continually maintain insurance according to the foregoing minimums.

16. If at any time after five years from the date hereof, Grantee should abandon the rights granted herein for said pipelines and appurtenances constructed upon said land and if such abandonment should continue for a continuous period of as long as two years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns. Grantee's failure to transmit hydrocarbons through the pipeline shall constitute abandonment of the rights granted herein for the purposes of this paragraph. Grantee shall have the right for two years following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, Grantor shall have the option to retain any such property remaining on said land as its property, or to compel Grantee to remove any such property at Grantee's expense.

17. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees upon the written consent of Grantor, which consent shall not be unreasonably withheld or delayed. In the event of approved assignment, the Grantor shall be provided a copy of all documents pertaining to such assignment. Grantee and all Grantee's successors in interest shall in all events remain liable for performance of this Agreement with the Assignee, and the Assignee shall also be required to assume all obligations on this Agreement. Notwithstanding the foregoing, Grantee shall have the right to assign this Agreement to any parent, subsidiary or affiliated entity without Grantor consent, but Grantee shall provide written notice thereof to Grantor within ninety days thereafter. The Pipeline Easement and shall be for ninety nine years

(99) and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

18. In accordance with the provisions of Section 47-05-02.1 of the North Dakota Century Code, the duration of the easement granted herein is limited to ninety nine (99) years.

19. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

20. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

21. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

22. This agreement is further modified by Addendum "A", which is not attached and will not be filed of record.

23. This Agreement along with Addendum "A" contain the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

24. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 22 day of Oct, 2015.

GRANTOR:
Caroline Olson Revocable Trust

Caroline Olson (Trustee)

By: Caroline Olson
Its: Trustee

ACKNOWLEDGMENT

State of WA)
)ss
County of KING)

BEFORE ME, the undersigned authority, on this day personally appeared Caroline Olson in her power as Trustee of the Caroline Olson Revocable Trust, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22 day of Oct, 2015.

Notary Public

Notary Public
State of Washington
SEUNG W LEE
My Appointment Expires Sep 19, 2019

My Commission Expires: 9/19/19

EXECUTED this 22 day of Oct, 2015.

GRANTOR:

William J. Toussaint

ACKNOWLEDGMENT

State of WASHINGTON)
)ss
County of KING)

BEFORE ME, the undersigned authority, on this day personally appeared William J. Toussaint, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of October, 2015.

Notary Public
State of Washington
CHARLES L SAUGET
MY COMMISSION EXPIRES
August 08, 2017

Notary Public

My Commission Expires: Aug. 07, 2017

EXECUTED this 22 day of October, 2015.

GRANTOR:

Sharon Ann Robinson

Sharon Ann Robinson

ACKNOWLEDGMENT

State of Washington)
)ss
County of Thurston)

BEFORE ME, the undersigned authority, on this day personally appeared Sharon Ann Robinson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22 day of October, 2015.

Notary Public

My Commission Expires: 11.10.16

Notary Public
State of Washington
HOPE A MCDONALD
MY COMMISSION EXPIRES
November 10, 2016

816380
Page: 8 of 15
12/3/2015 1:59 PM
EAS $52.00

WILLIAMS COUNTY, ND

816380
Page: 9 of 15
12/3/2015 1:59 PM
WILLIAMS COUNTY, ND EAS $52.00

ACKNOWLEDGMENT

State of _____)
)ss
County of _____)

BEFORE ME, the undersigned authority, on this day personally appeared Caroline Olson in her power as Trustee of the Caroline Olson Revocable Trust, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission

Expires:

EXECUTED this day of , 2015.

GRANTOR:

_____

Thomas J. Toussaint

ACKNOWLEDGMENT

State of Washington)
)ss
County of Clark)

BEFORE ME, the undersigned authority, on this day personally appeared Thomas J. Toussaint, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of October, 2015.

ROBERT BECKEL NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 06, 2017

Notary Public Robert Beckel

My Commission Expires: 6/6/2017

EXECUTED this 22nd day of October, 2015.

GRANTOR:

William J. Toussaint

816380 Page: 11 of 15
12/3/2015 1:59 PM
EAS $52.00

WILLIAMS COUNTY, ND

EXECUTED this 19th day of November, 2015.

GRANTEE:

Dakota Access, LLC

By: Robert Rose

Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access , LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19th day of November, 2015.

MARIA E. ACOSTA
Notary Public, State of Texas
My Commission Expires
November 19, 2017

Notary Public, State of Texas

My Commission Expires:_____

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Page: 12 of 15
12/3/2015 1:59 PM
EAS $52.00

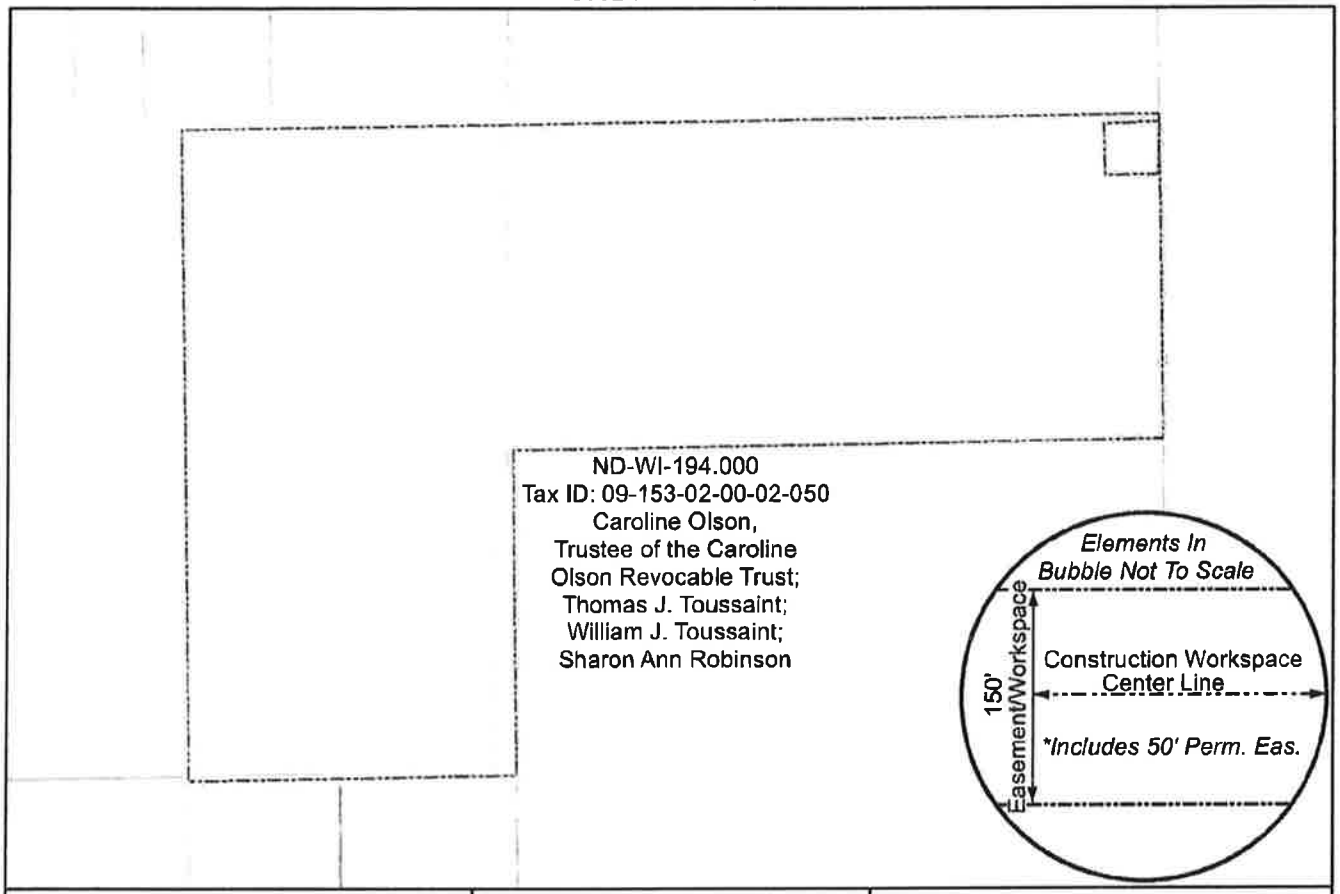
WILLIAMS COUNTY, ND

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Page: 13 of 15
12/3/2015 1:59 PM
WILLIAMS COUNTY, ND EAS $52.00

Exhibit A

WILLIAMS COUNTY, ND

S002-R102W-T153N



ROW Length: 2641.21 Ft. = 160.07 Rods
Proposed Permanent Easement: 3.03 Ac.
Temp Easement/ Workspace: 6.06 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Caroline Olson, Trustee of the Caroline Olson Revocable Trust;
Thomas J.

Tract No.: ND-WI-194.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

CO.
Landowner Initials

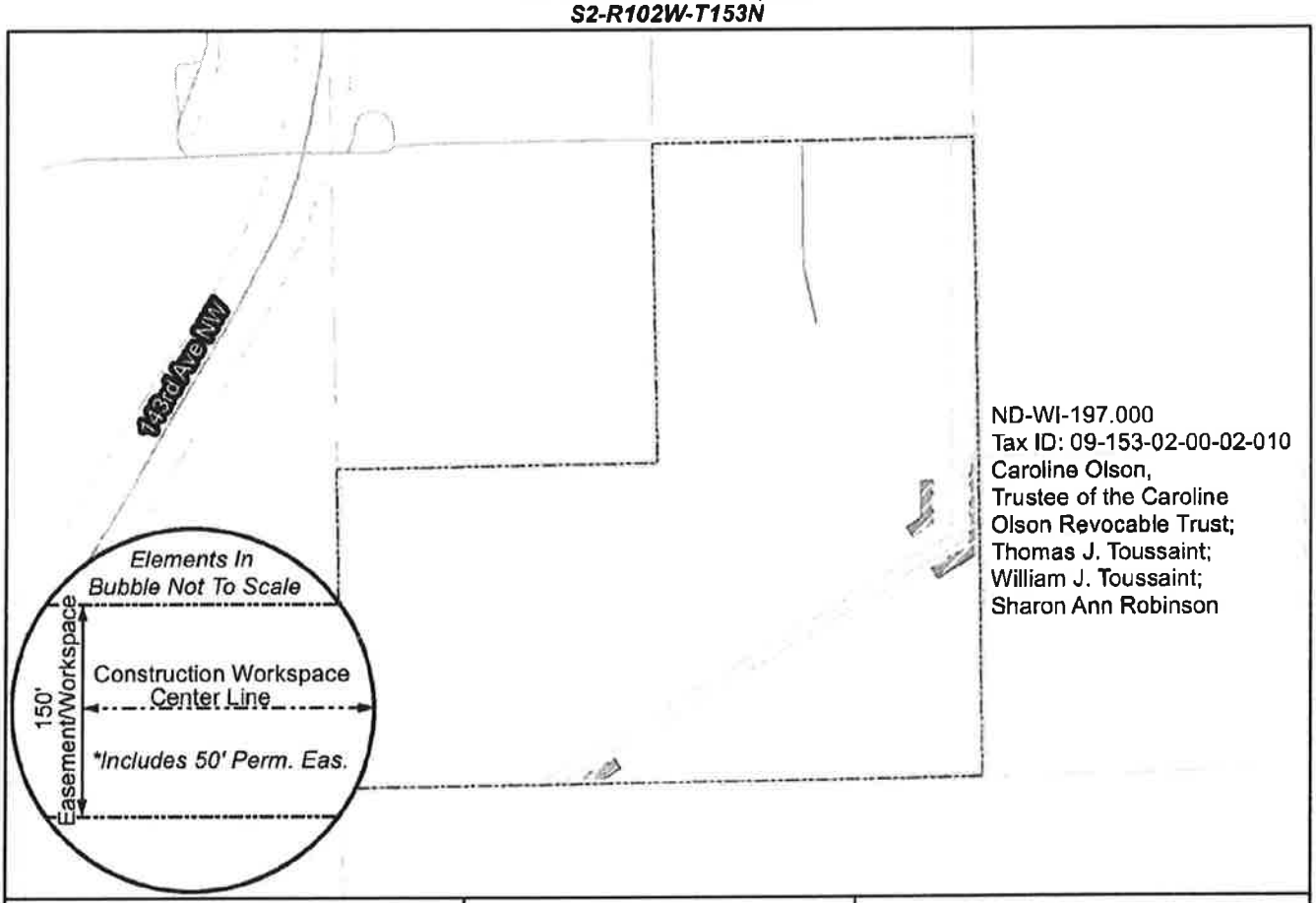
Date Exported: Tuesday, October 13, 2015 7:52:53 AM

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Page: 14 of 15
12/3/2015 1:59 PM
WILLIAMS COUNTY, ND
EAS $52.00

Exhibit A

WILLIAMS COUNTY, ND

S2-R102W-T153N



ROW Length: 3618.28 Ft. = 219.29 Rods
Proposed Permanent Easement: 4.15 Ac.
Temp Easement/ Workspace: 8.36 Ac.
Add Temp Easement/ Workspace: 1.02 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Caroline Olson, Trustee of the Caroline Olson Revocable Trust;
Thomas J.

Tract No.: ND-WI-197.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

CO
Landowner Initials

Date Exported: Tuesday, October 13, 2015 7:55:17 AM

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Page: 15 of 15
12/3/2015 1:59 PM
EAS $52.00

WILLIAMS COUNTY, ND

COUNTY RECORDER, WILLIAMS COUNTY, ND 12/3/2015 1:59 PM
I certify that this instrument was filed and recorded
Kari Evenson - County Recorder
by Jorri Bendixen Deputy 816380



819658
Page: 1 of 15
2/18/2016 1:46 PM
WILLIAMS COUNTY, ND EAS $62.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-198.000, 199.000, 200.000
PARCEL ID: 09153020011030, 09153020010040, 09153020010010, 09153020010050, 09153020010060
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated Jan. 21st, 2016, 2016, is between Gerald McGillivray and Heidi McGillivray, husband and wife, whose mailing address is P.O. Box 338, Trenton ND 58853 and Julia Streich whose mailing address 1115 25th Street NW, Minot, ND 58701 is (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing _____ acres of land, more or less, situated in:

The E½NE¼, N½SE¼, and those parts of the N½SW¼, SW¼ NE¼, SE¼NW¼ lying East of the center line of County Highway, Section 10 and the NW¼, NW¼NE¼, N½NW¼SW¼, Section 11, All in Township 153 North, Range 102 West of the 5th Principal Meridian, Williams County, North Dakota.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline

Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in

fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 21 day of January, 2016.

GRANTOR:

Gerald McGillivray

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Gerald McGillivray, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of January, 2016.

Brenda M Johnson
Notary Public

BRENDA M JOHNSON
Notary Public
State of North Dakota
My Commission Expires February 27, 2021

My Commission Expires: See Stamp

EXECUTED this 21st day of January 2016.

GRANTOR:

Heidi McGillivray

ACKNOWLEDGMENT

State of North Dakota)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Heidi McGillivray, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of January, 2016.

BRENDA M JOHNSON
Notary Public
State of North Dakota
My Commission Expires February 27, 2021

Brenda M Johnson
Notary Public

My Commission Expires: See Stamp

EXECUTED this 21 day of January, 2016.

GRANTOR:

Julia Streich

Julia Streich

ACKNOWLEDGMENT

State of Texas)
County of Galveston ss

BEFORE ME, the undersigned authority, on this day personally appeared Julia Streich, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of January, 2016.

Angela Fick

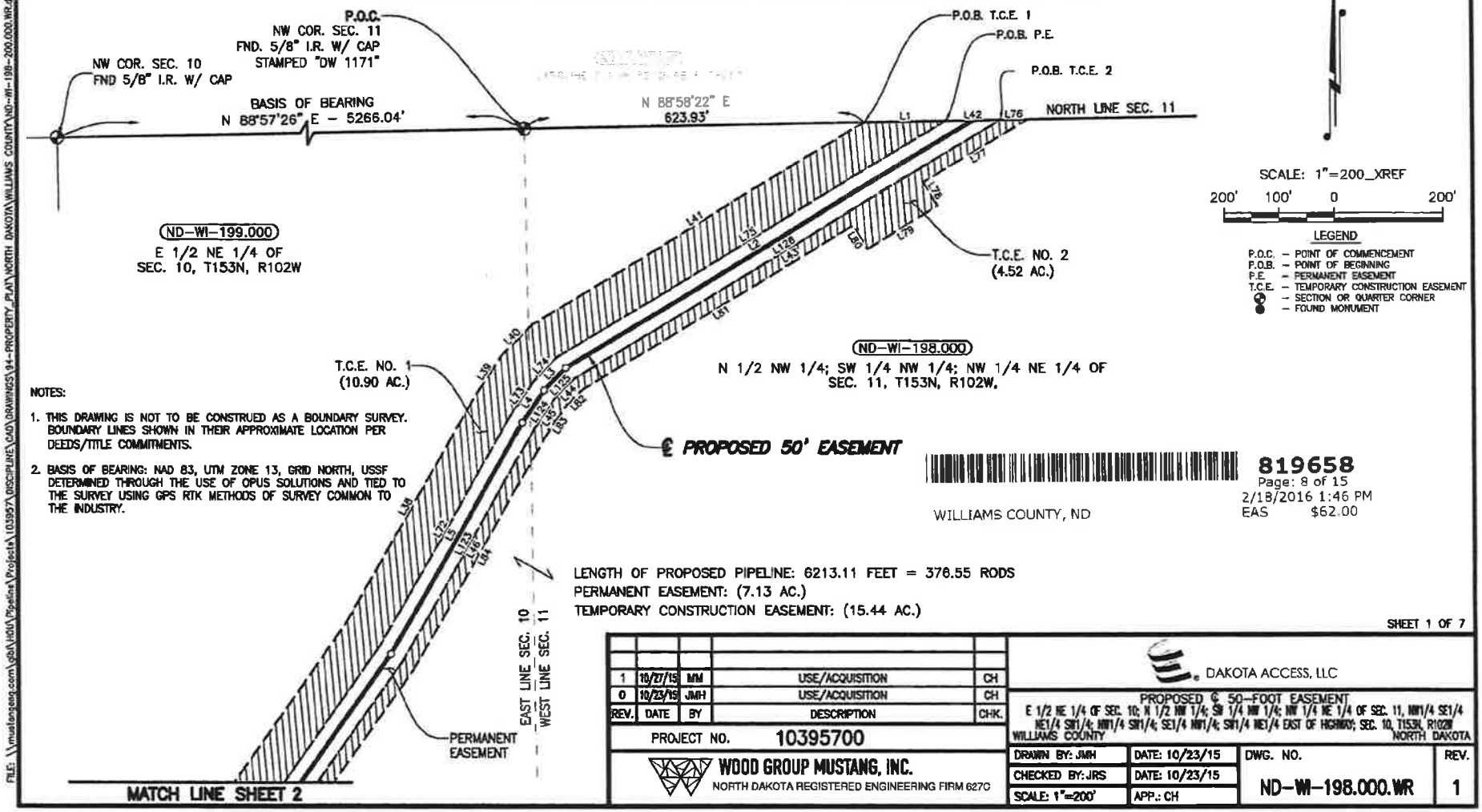
Notary Public

My Commission Expires: 1/20/19

ANGELA FICK
Notary Public, State of Texas
My Commission Expires
January 20, 2019

WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.



SCALE: 1"=200_XREF

200' 100' 0 200'

LEGEND

P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
P.E. – PERMANENT EASEMENT
T.C.E. – TEMPORARY CONSTRUCTION EASEMENT
– SECTION OR QUARTER CORNER
– FOUND MONUMENT

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

LENGTH OF PROPOSED PIPELINE: 6213.11 FEET = 376.55 RODS
PERMANENT EASEMENT: (7.13 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (15.44 AC.)

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EAS $62.00
WILLIAMS COUNTY, ND

SHEET 1 OF 7

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/27/15	MM	USE/ACQUISITION	CH
0	10/23/15	JMH	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6270

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EXST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 10/23/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 10/23/15	ND-WI-198.000.WR	1
SCALE: 1"=200'	APP.: CH		

FILE: \\mustangeng.com\gbl\HOU\Pipeline\Projects\10395700\DISCIPLINE\CAD\DRAWINGS\04-PROPERTY_PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-198-200.000.WR.dwg PLOT DATE: 10/

WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.

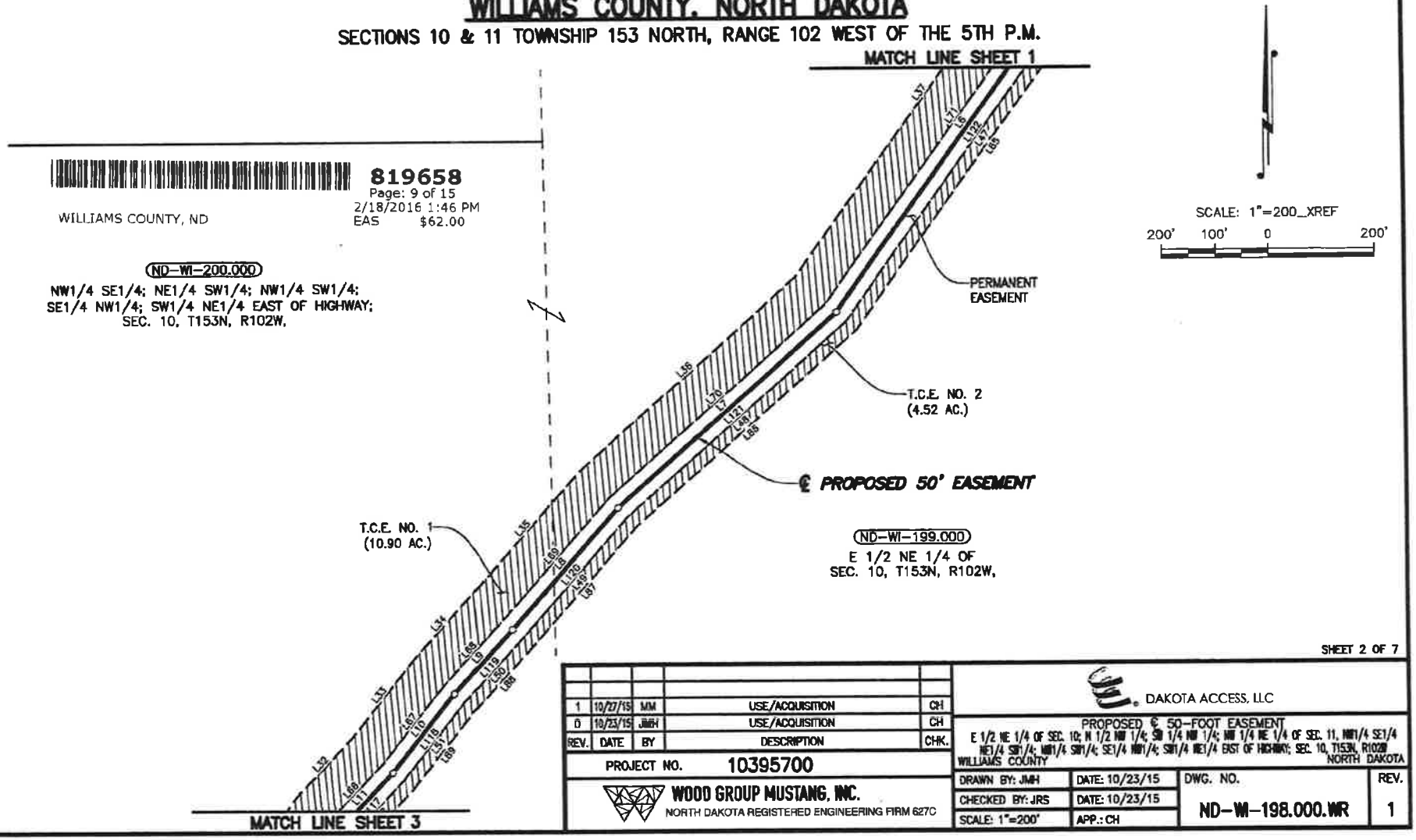
MATCH LINE SHEET 1

819658
Page: 9 of 15
2/18/2016 1:46 PM
EAS $62.00

WILLIAMS COUNTY, ND

(ND-WI-200.000)

NW1/4 SE1/4; NE1/4 SW1/4; NW1/4 SW1/4;
SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY;
SEC. 10, T153N, R102W,



SHEET 2 OF 7

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/27/15	MM	USE/ACQUISITION	CH
0	10/23/15	JMH	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

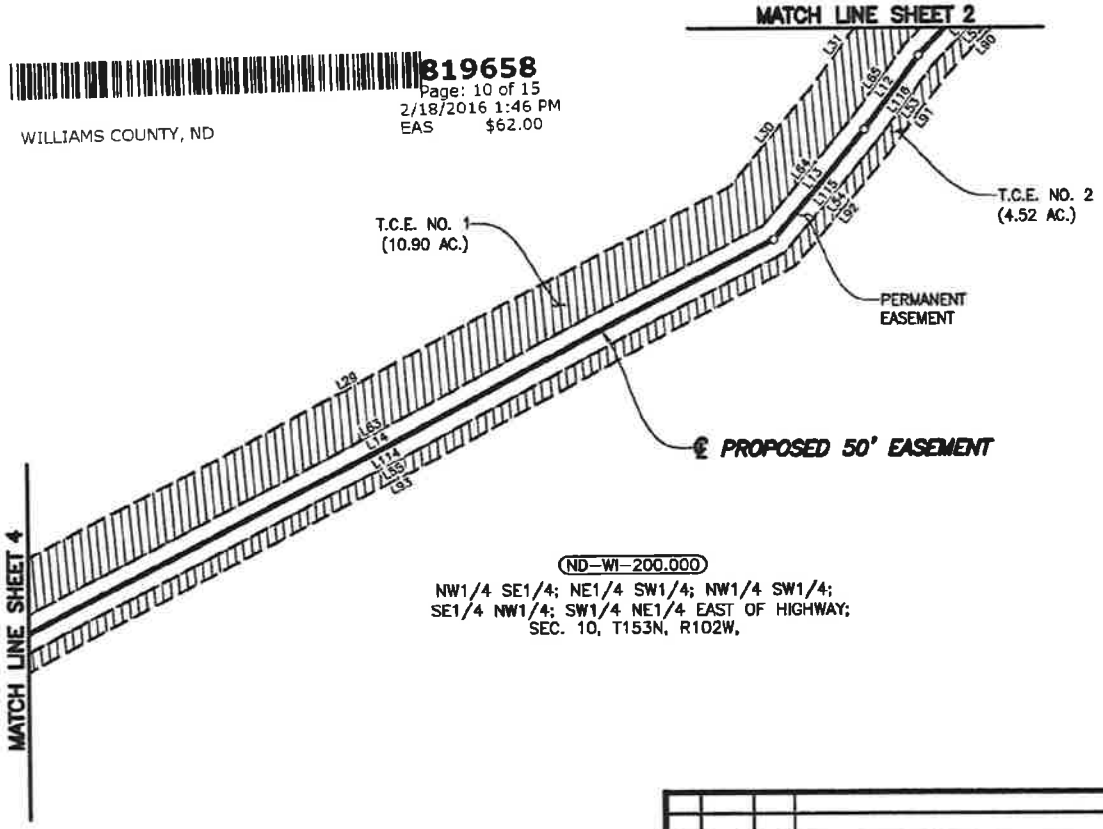
DRAWN BY: JMH	DATE: 10/23/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 10/23/15	ND-WI-198.000.WR	1
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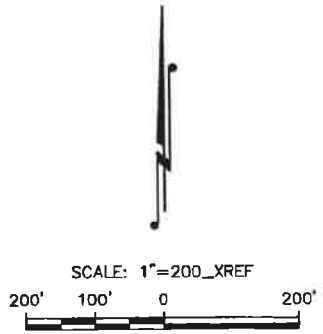
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WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.

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EAS $62.00
WILLIAMS COUNTY, ND





(ND-WI-200.000)
NW1/4 SE1/4; NE1/4 SW1/4; NW1/4 SW1/4;
SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY;
SEC. 10, T153N, R102W.

SHEET 3 OF 7

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/27/15	MM	USE/ACQUISITION	CH
0	10/23/15	JMH	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

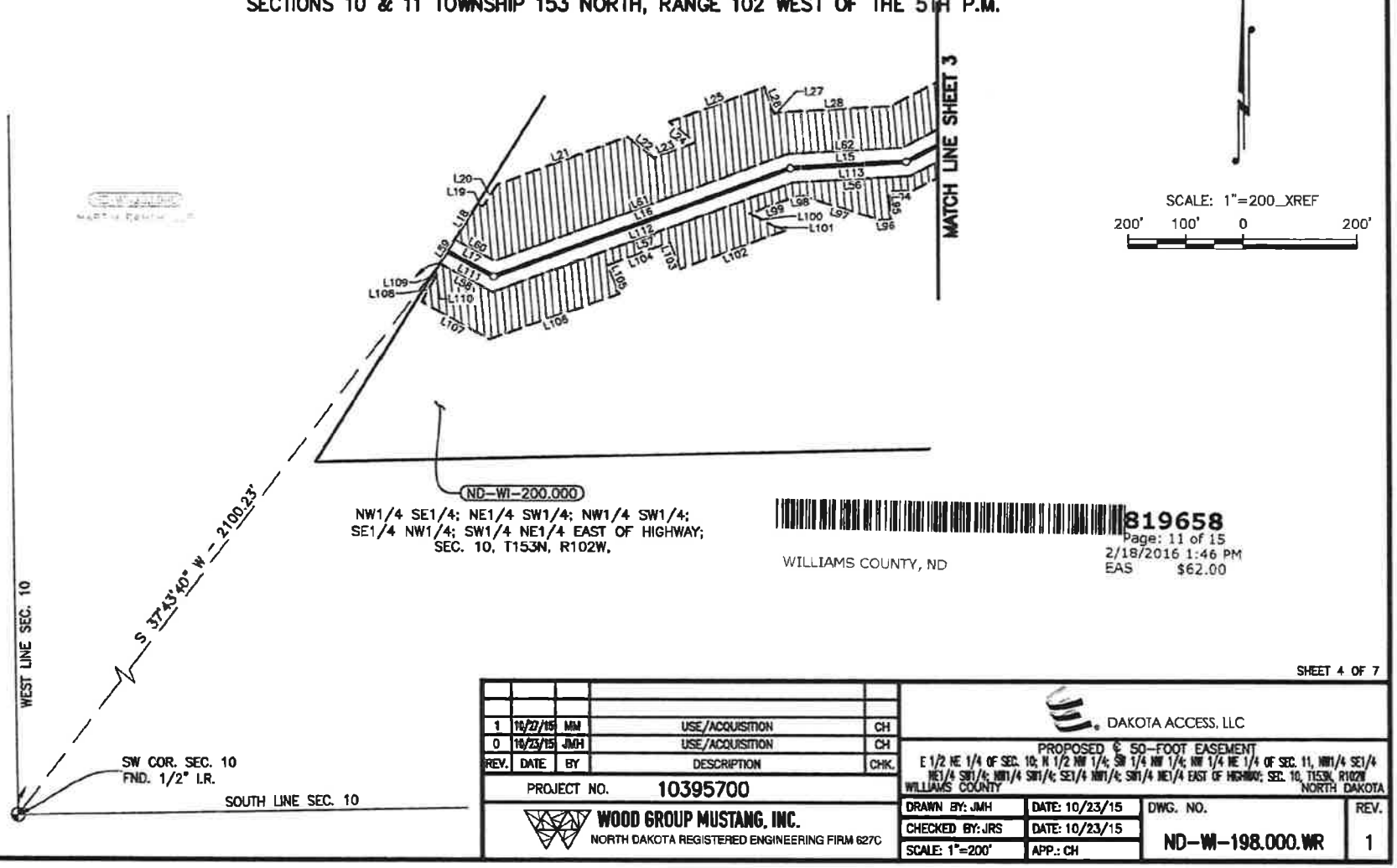
PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 10/23/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 10/23/15	ND-WI-198.000.WR	1
SCALE: 1"=200'	APP.: CH		

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WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.



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WILLIAMS COUNTY, ND
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SHEET 4 OF 7

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/22/15	MM	USE/ACQUISITION	CH
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PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 10/23/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 10/23/15	ND-WI-198.000.WR	1
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WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.

T.C.E. No. 1 Line Table		
LINE #	LENGTH	BEARING
L1	149.56'	N88°58'22"E
L2	834.89'	S58°52'31"W
L3	62.95'	S44°27'38"W
L4	75.68'	S33°54'41"W
L5	486.98'	S29°57'19"W
L6	848.79'	S35°29'20"W
L7	552.08'	S48°35'20"W
L8	305.21'	S41°42'17"W
L9	163.81'	S42°29'39"W
L10	187.94'	S38°56'46"W
L11	154.16'	S43°53'55"W
L12	136.32'	S36°43'04"W
L13	205.68'	S39°50'51"W
L14	1298.31'	S62°31'30"W
L15	199.83'	S86°47'23"W
L16	548.24'	S69°49'46"W
L17	79.88'	N61°33'58"W
L18	75.17'	N3Z°15'41"E
L19	10.23'	S61°33'58"E
L20	45.93'	N33°56'27"E
L21	243.84'	N69°49'46"E

T.C.E. No. 1 Line Table		
LINE #	LENGTH	BEARING
L22	58.53'	S51°29'51"E
L23	77.54'	N69°49'46"E
L24	58.68'	N51°43'35"W
L25	179.87'	N69°49'46"E
L26	50.00'	S20°10'14"E
L27	7.72'	N69°49'46"E
L28	194.89'	N86°47'23"E
L29	1267.15'	N62°31'30"E
L30	188.69'	N38°50'51"E
L31	138.98'	N36°43'04"E
L32	155.62'	N43°53'55"E
L33	187.02'	N38°56'46"E
L34	165.61'	N42°29'39"E
L35	309.20'	N41°42'17"E
L36	547.98'	N48°35'20"E
L37	836.55'	N35°29'20"E
L38	485.95'	N29°57'19"E
L39	85.19'	N33°54'41"E
L40	79.36'	N44°27'38"E
L41	714.98'	N58°52'31"E

P.E. Line Table		
LINE #	LENGTH	BEARING
L42	100.08'	N88°58'22"E
L43	815.15'	S58°53'13"W
L44	52.01'	S44°27'38"W
L45	69.33'	S33°54'41"W
L46	487.67'	S29°57'19"W
L47	856.94'	S35°29'20"W
L48	554.81'	S48°35'20"W
L49	302.54'	S41°42'17"W
L50	162.60'	S42°29'39"W
L51	188.55'	S38°56'46"W
L52	153.18'	S43°53'55"W
L53	134.55'	S36°43'04"W
L54	217.07'	S39°50'51"W
L55	1319.09'	S62°31'30"W
L56	203.13'	S86°47'23"W
L57	563.36'	S69°49'46"W
L58	105.80'	N61°33'58"W
L59	50.11'	N3Z°15'41"E
L60	79.88'	S61°33'58"E
L61	548.24'	N69°49'46"E

P.E. Line Table		
LINE #	LENGTH	BEARING
L62	199.83'	N86°47'23"E
L63	1298.31'	N62°31'30"E
L64	205.68'	N39°50'51"E
L65	136.32'	N36°43'04"E
L66	154.16'	N43°53'55"E
L67	187.94'	N38°56'46"E
L68	163.81'	N42°29'39"E
L69	305.21'	N41°42'17"E
L70	552.08'	N48°35'20"E
L71	848.79'	N35°29'20"E
L72	486.98'	N29°57'19"E
L73	75.68'	N33°54'41"E
L74	62.95'	N44°27'38"E
L75	834.89'	N58°52'31"E

T.C.E. No. 2 Line Table		
LINE #	LENGTH	BEARING
L76	50.30'	N88°58'22"E
L77	224.37'	S58°58'47"W
L78	50.00'	S31°07'29"E
L79	150.00'	S58°52'31"W
L80	50.00'	N31°07'29"W
L81	581.13'	S58°52'31"W
L82	46.54'	S44°27'38"W
L83	86.16'	S33°54'41"W
L84	488.02'	S29°57'19"W
L85	861.02'	S35°29'20"W
L86	556.18'	S48°35'20"W
L87	301.21'	S41°42'17"W
L88	162.00'	S42°29'39"W
L89	188.86'	S38°56'46"W
L90	152.70'	S43°53'55"W
L91	133.66'	S36°43'04"W
L92	222.77'	S39°50'51"W
L93	1329.47'	S62°31'30"W
L94	43.45'	S86°47'23"W
L95	50.00'	S3°12'37"E

T.C.E. No. 2 Line Table		
LINE #	LENGTH	BEARING
L96	19.12'	S86°47'23"W
L97	140.11'	N72°18'09"W
L98	11.32'	S86°47'23"W
L99	87.61'	S69°49'46"W
L100	47.41'	S62°21'56"E
L101	24.23'	S72°18'09"E
L102	200.97'	S69°49'46"W
L103	50.00'	N20°10'14"W
L104	115.58'	S69°49'46"W
L105	54.84'	S21°23'30"E
L106	241.53'	S70°58'32"W
L107	135.54'	N61°33'58"W
L108	50.00'	N28°26'02"E
L109	5.80'	N61°33'54"W
L110	25.06'	N3Z°15'41"E
L111	105.80'	S61°33'58"E
L112	563.36'	N69°49'46"E
L113	203.13'	N86°47'23"E
L114	1319.09'	N62°31'30"E
L115	217.07'	N39°50'51"E

T.C.E. No. 2 Line Table		
LINE #	LENGTH	BEARING
L116	134.55'	N36°43'04"E
L117	153.18'	N43°53'55"E
L118	188.55'	N38°56'46"E
L119	162.60'	N42°29'39"E
L120	302.54'	N41°42'17"E
L121	554.81'	N48°35'20"E
L122	856.94'	N35°29'20"E
L123	487.67'	N29°57'19"E
L124	69.33'	N33°54'41"E
L125	52.01'	N44°27'38"E
L126	915.15'	N58°53'13"E

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SHEET 5 OF 7

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/27/15	MM	USE/ACQUISITION	CH
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PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 10/23/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 10/23/15	ND-WI-198.000.WR	1
SCALE: 1"=200'	APP.: CH		

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WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.

Permanent Easement Description

A 50.0 foot wide Permanent Easement:

That part of the North Half of the Northwest Quarter (N ½ NW ¼), Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 11, the East Half of the Northeast Quarter (E ½ NE ¼) of Section 10, the North Half of the Southeast Quarter (N ½ SE ¼), North Half of the Southwest Quarter (N ½ SW ¼), Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼), Southeast Quarter of the Northwest Quarter (SE ¼, NW ¼) Section 10 all in Township 153 North, Range 102 West of the 5th P.M., Williams County, North Dakota, described as Commencing at a 5/8 inch Iron Rod with Cap Stamped "DW 1171" found at the Northwest corner of said Section 11, thence N88°58'22"E 773.49 feet along the North line of said Section 11 to the Point Of Beginning; thence continuing along above said line N88°58'22"E 100.08 feet to a point; thence S58°53'13"W 915.15 feet along the Southeasterly side of said permanent easement to a point; thence S44°27'38"W 52.01 feet to a point; thence S33°54'41"W 69.33 feet to a point; thence S29°57'19"W 487.67 feet to a point; thence S35°29'20"W 856.94 feet to a point; thence S48°35'20"W 554.81 feet to a point; thence S41°42'17"W 302.54 feet to a point; thence S42°29'39"W 162.60 feet to a point; thence S38°56'46"W 188.55 feet to a point; thence S43°53'55"W 153.18 feet to a point; thence S36°43'04"W 134.55 feet to a point; thence S39°50'51"W 217.07 feet to a point; thence S62°31'30"W 1319.09 feet to a point; thence S86°47'23"W 203.13 feet to a point; thence S89°49'46"W 563.36 feet to a point; thence N61°33'58"W 105.80 feet to a point on the Northwesterly property line and the Southeasterly right of way of State Highway 1804; thence N32°15'41"E 50.11 feet along the Northwesterly property line to a point; thence S61°33'58"E 79.88 feet along the Northwesterly side of said permanent easement to a point; thence N69°49'46"E 548.24 feet to a point; thence N86°47'23"E 199.83 feet to a point; thence N62°31'30"E 1298.31 feet to a point; thence N39°50'51"E 205.68 feet to a point; thence N36°43'04"E 136.32 feet to a point; thence N43°53'55"E 154.16 feet to a point; thence N38°56'46"E 187.94 feet to a point; thence N42°29'39"E 163.81 feet to a point; thence N41°42'17"E 305.21 feet to a point; thence N48°35'20"E 552.08 feet to a point; thence N35°29'20"E 848.79 feet to a point; thence N29°57'19"E 486.98 feet to a point; thence N33°54'41"E 75.68 feet to a point; thence N44°27'38"E 62.95 feet to a point; thence N58°52'31"E 834.89 feet to the Point of Beginning. Said permanent easement contains 7.13 acres, more or less.

Temporary Construction Easements (T.C.E.)

Temporary Construction Easement #1: That part of the North Half of the Northwest Quarter (N ½, NW ¼), Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 11, the East Half of the Northeast Quarter (E ½ NE ¼) of Section 10, the North Half of the Southeast Quarter (N ½ SE ¼), North Half of the Southwest Quarter (N ½ SW ¼), Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼), Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) Section 10 all in Township 153 North, Range 102 West of the 5th P.M., Williams County, North Dakota, described as Commencing at a 5/8 inch Iron Rod with Cap Stamped "DW 1171" found at the Northwest corner of said Section 11; thence N88°58'22"E 623.93 feet along the North line of said Section 11 to the Point Of Beginning; thence continuing along above said line N88°58'22"E 149.56 feet to a point; thence S58°52'31"W 834.89 feet along the Southeasterly side of said temporary construction easement to a point; thence S44°27'38"W 62.95 feet to a point; thence S33°54'41"W 75.68 feet to a point; thence S29°57'19"W 486.98 feet to a point; thence S35°29'20"W 848.79 feet to a point; thence S48°35'20"W 552.08 feet to a point; thence S41°42'17"W 305.21 feet to a point; thence S42°29'39"W 163.81 feet to a point; thence S38°56'46"W 187.94 feet to a point; thence S43°53'55"W 154.16 feet to a point; thence S36°43'04"W 136.32 feet to a point; thence S39°50'51"W 205.68 feet to a point; thence S62°31'30"W 1298.31 feet to a point; thence S86°47'23"W 199.83 feet to a point; thence S69°49'46"W 548.24 feet to a point; thence N61°33'58"W 79.88 feet to a point on the Northwesterly property line and the Southeasterly right of way of State Highway 1804; thence N32°15'41"E 75.17 feet along the Northwesterly property line; thence S61°33'56"E 10.23 feet to a point; thence N33°56'27"E 45.93 feet to a point; thence N69°49'46"E 243.84 feet along the Northwesterly side of said temporary construction easement to a point; thence S51°29'51"E 58.53 feet to a point; thence N69°49'46"E 77.54 feet to a point; thence N51°43'35"W 58.68 feet to a point; thence N69°49'46"E 179.87 feet to a point; thence S20°10'14"E 50.00 feet to a point; thence N69°49'46"E 7.72 feet to a point;

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EAS $62.00
WILLIAMS COUNTY, ND

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/27/15	MM	USE/ACQUISITION	CH
0	10/23/15	LAE	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 10/23/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 10/23/15	ND-WI-198.000.WR	1
SCALE: N.T.S.	APP.:		

FILE: \\mustangeng.com\gbl\HOU\Pipeline\Projects\10395700\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-198-200.000.WR.dwg PLOT DATE: 10/28/2015 BY: MUELLER, MIKE

WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.

thence N86°47'23"E 194.89 feet to a point; thence N62°31'30"E 1267.15 feet to a point; thence N39°50'51"E 188.59 feet to a point; thence N36°43'04"E 138.98 feet to a point; thence N43°53'55"E 155.62 feet to a point; thence N38°56'46"E 187.02 feet to a point; thence N42°29'39"E 165.61 feet to a point; thence N41°42'17"E 309.20 feet to a point; thence N48°35'20"E 547.98 feet to a point; thence N35°29'20"E 836.55 feet to a point; thence N29°57'19"E 485.95 feet to a point; thence N33°54'41"E 85.19 feet to a point; thence N44°27'38"E 79.36 feet to a point; thence N58°52'31"E 714.98 feet to the Point of Beginning. Said temporary construction easement contains 10.92 acres, more or less.

Temporary Construction Easement #2: That part of the North Half of the Northwest Quarter (N ½ NW ¼), Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 11, the East Half of the Northeast Quarter (E ½ NE ¼) of Section 10, the North Half of the Southeast Quarter (N ½ SE ¼), North Half of the Southwest Quarter (N ½ SW ¼), Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼), Southeast Quarter of the Northwest Quarter (SE ¼, NW ¼) Section 10 all in Township 153 North, Range 102 West of the 5th P.M., Williams County, North Dakota, described as Commencing at a 5/8 inch Iron Rod with Cap Stamped "DW 1171" found at the Northwest corner of said Section 11; thence N88°58'22"E 873.57 feet along the North line of said Section 11 to the Point Of Beginning; thence continuing along above said line N88°58'22"E 50.30 feet to a point; thence S58°58'47"W 224.37 feet along the Southeasterly side of said temporary construction easement to a point; thence S31°07'29"E 50.00 feet to a point; thence S58°52'31"W 150.00 feet to a point; thence S31°07'29"W 50.00 feet to a point; thence S58°52'31"W 581.13 feet to a point; thence S44°27'38"W 46.54 feet to a point; thence S33°54'41"W 66.16 feet to a point; thence S29°57'19"W 488.02 feet to a point; thence S35°29'20"W 861.02 feet to a point; thence S48°35'20"W 556.18 feet to a point; thence S41°42'17"W 301.21 feet to a point; thence S42°29'39"W 162.00 feet to a point; thence S38°56'46"W 188.86 feet to a point; thence S43°53'55"W 152.70 feet to a point; thence S36°43'04"W 133.66 feet to a point; thence S39°50'51"W 222.77 feet to a point; thence S62°31'30"W 1329.47 feet to a point; thence S86°47'23"W 43.45 feet to a point; thence S03°12'37"W 50.00 feet to a point; thence S86°47'23"W 19.12 feet to a point; thence N72°18'09"W 140.11 feet to a point; thence S86°47'23"W 11.32 feet to a point; thence S69°49'46"W 87.61 feet to a point; thence S62°21'56"E 47.41 feet to a point; thence S72°18'09"E 24.23 feet to a point; thence S69°49'46"W 200.97 feet to a point; thence N20°10'14"W 50.00 feet to a point; thence S69°49'46"W 115.58 feet to a point; thence S21°23'30"E 54.84 feet to a point; thence S70°58'32"W 241.53 feet to a point; thence N61°33'58"W 135.54 feet to a point; thence N28°26'02"W 50.00 feet to a point; thence N61°33'54"W 5.80 feet to a point on the Northwesterly property line and the Southeasterly right of way of State Highway 1804; thence N32°15'41"E 25.06 feet along the Northwesterly property line to a point; thence S61°33'58"E 105.80 feet along the Northwesterly side of said temporary construction easement to a point; thence N69°49'46"E 563.36 feet to a point; thence N86°47'23"E 203.13 feet to a point; thence N62°31'30"E 1319.09 feet to a point; thence N39°50'51"E 217.07 feet to a point; thence N36°43'04"E 134.55 feet to a point; thence N43°53'55"E 153.18 feet to a point; thence N38°56'46"E 188.55 feet to a point; thence N42°29'39"E 162.60 feet to a point; thence N41°42'17"E 302.54 feet to a point; thence N48°35'20"E 554.81 feet to a point; thence N35°29'20"E 856.94 feet to a point; thence N29°57'19"E 487.67 feet to a point; thence N33°54'41"E 89.33 feet to a point; thence N44°27'38"E 52.01 feet to a point; thence N58°53'13"E 915.15 feet to the Point of Beginning. Said temporary construction easement contains 4.52 acres, more or less.

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WILLIAMS COUNTY, ND EAS $62.00

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/27/15	MM	USE/ACQUISITION	CH
0	10/23/15	LAE	USE/ACQUISITION	CH

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6270

DRAWN BY: MM	DATE: 10/23/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 10/23/15	ND-WI-198.000.WR	1
SCALE: N.T.S.	APP.:		

FILE: \\mustangcorp.com\pbi\HOU\Pipeline\Projects\103957\DISCIPLINE\CAD\DRAWINGS\34-PROPERTY_PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-198-200.000.WR.dwg PLOT DATE: 10/28/2015 BY: MJALLEN, MIKE

819658
Page: 1 of 15
2/18/2016 1:46 PM
WILLIAMS COUNTY, ND EAS $62.00

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-198.000, 199.000, 200.000
PARCEL ID: 09153020011030, 09153020010040, 09153020010010, 09153020010050, 09153020010060
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated Jan. 21st, 2016, 2016, is between Gerald McGillivray and Heidi McGillivray, husband and wife, whose mailing address is P.O. Box 338, Trenton ND 58853 and Julia Streich whose mailing address 1115 25th Street NW, Minot, ND 58701 is (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing _____ acres of land, more or less, situated in:

The E½NE¼, N½SE¼, and those parts of the N½SW¼, SW¼ NE¼, SE¼NW¼ lying East of the center line of County Highway, Section 10 and the NW¼, NW¼NE¼, N½NW¼SW¼, Section 11, All in Township 153 North, Range 102 West of the 5th Principal Meridian, Williams County, North Dakota.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline

Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in

fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

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2/18/2016 1:46 PM
EAS $62.00
WILLIAMS COUNTY, ND

EXECUTED this 21 day of January, 2016.

GRANTOR:

Gerald McGillivray

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Gerald McGillivray, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of January, 2016.

Brenda M Johnson
Notary Public

BRENDA M JOHNSON
Notary Public
State of North Dakota
My Commission Expires February 27, 2021

My Commission Expires: See Stamp

EXECUTED this 21st day of January 2016.

GRANTOR:

Heidi McGillivray

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Williams)

BEFORE ME, the undersigned authority, on this day personally appeared Heidi McGillivray, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of January, 2016.

BRENDA M JOHNSON
Notary Public
State of North Dakota
My Commission Expires February 27, 2021

Brenda M Johnson
Notary Public

My Commission Expires: See Stamp

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EAS $62.00
WILLIAMS COUNTY, ND

EXECUTED this 21 day of January, 2016.

GRANTOR:

Julia Streich

Julia Streich

ACKNOWLEDGMENT

State of Texas)
County of Galveston)ss

BEFORE ME, the undersigned authority, on this day personally appeared Julia Streich, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of January, 2016.

Angela Fick

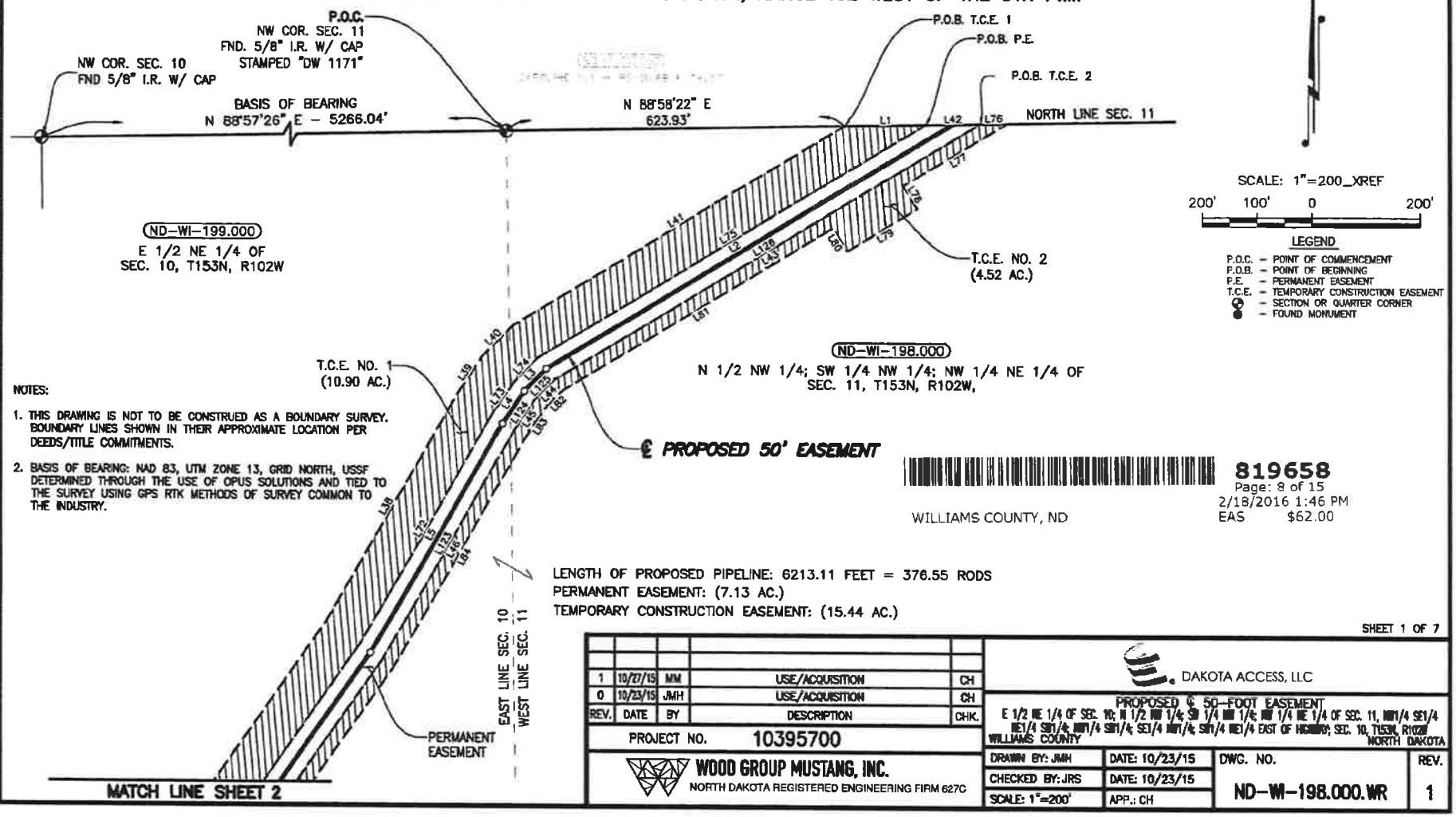
Notary Public

My Commission Expires: 1/20/19

ANGELA FICK
Notary Public, State of Texas
My Commission Expires
January 20, 2019

WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.



SCALE: 1"=200_XREF

200' 100' 0 200'

LEGEND

- P.O.C. – POINT OF COMMENCEMENT
- P.O.B. – POINT OF BEGINNING
- P.E. – PERMANENT EASEMENT
- T.C.E. – TEMPORARY CONSTRUCTION EASEMENT
- – SECTION OR QUARTER CORNER
- – FOUND MONUMENT

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

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WILLIAMS COUNTY, ND
EAS $62.00

LENGTH OF PROPOSED PIPELINE: 6213.11 FEET = 376.55 RODS
PERMANENT EASEMENT: (7.13 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (15.44 AC.)

SHEET 1 OF 7

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/27/15	MM	USE/ACQUISITION	CH
0	10/23/15	JMH	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

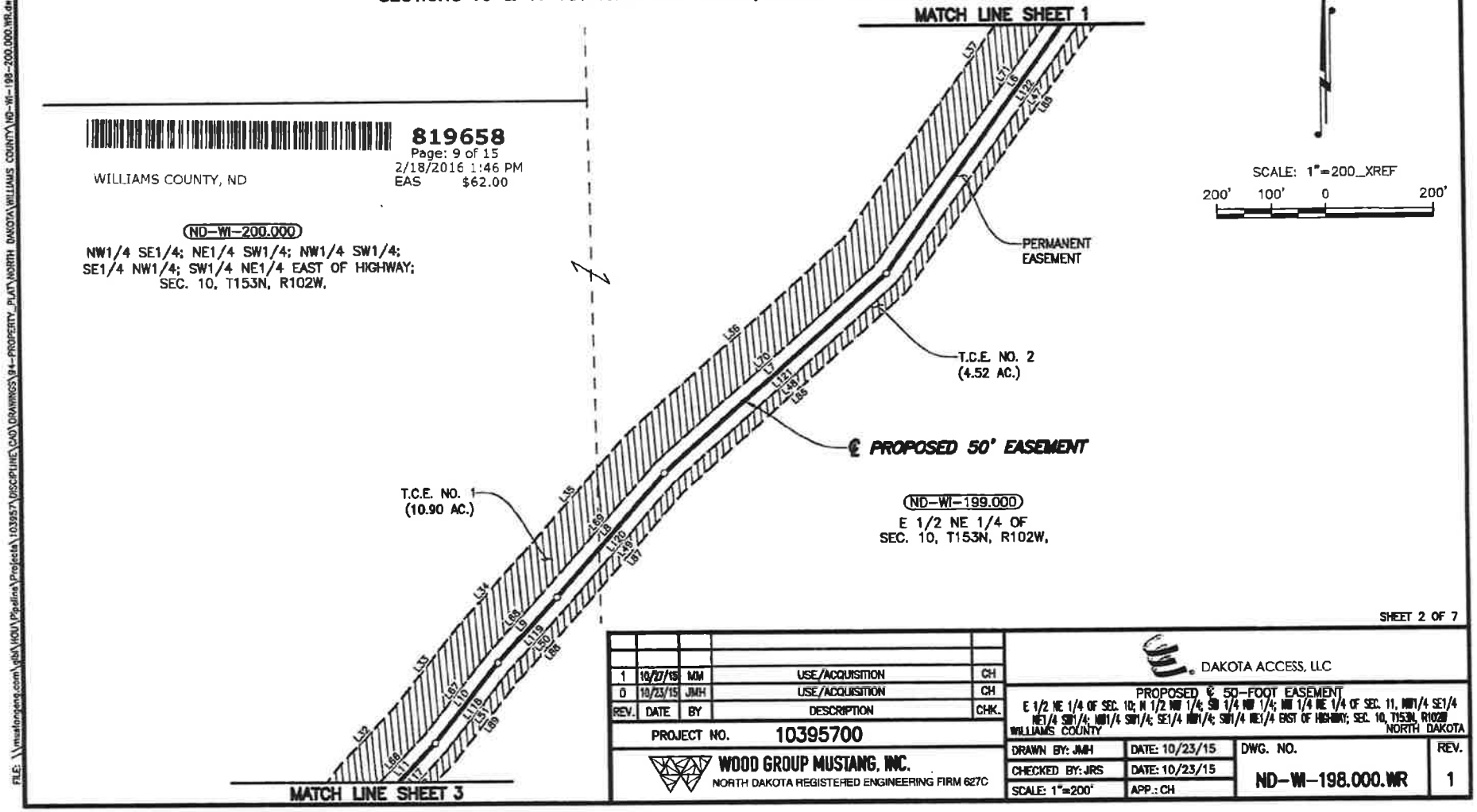
PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SE1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 10/23/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 10/23/15	ND-WI-198.000.WR	1
SCALE: 1"=200'	APP.: CH		

FILE: \\nuatexgp.com\gbl\HOU\Pipeline\Projects\103957\DISCIPLINES\040\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-198-200.000.WR.dwg PLOT DATE: 10/

WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.



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WILLIAMS COUNTY, ND
EAS $62.00

(ND-WI-200.000)
NW1/4 SE1/4; NE1/4 SW1/4; NW1/4 SW1/4;
SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY;
SEC. 10, T153N, R102W.

(ND-WI-199.000)
E 1/2 NE 1/4 OF
SEC. 10, T153N, R102W.

SHEET 2 OF 7

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/27/15	MM	USE/ACQUISITION	CH
0	10/23/15	JMH	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

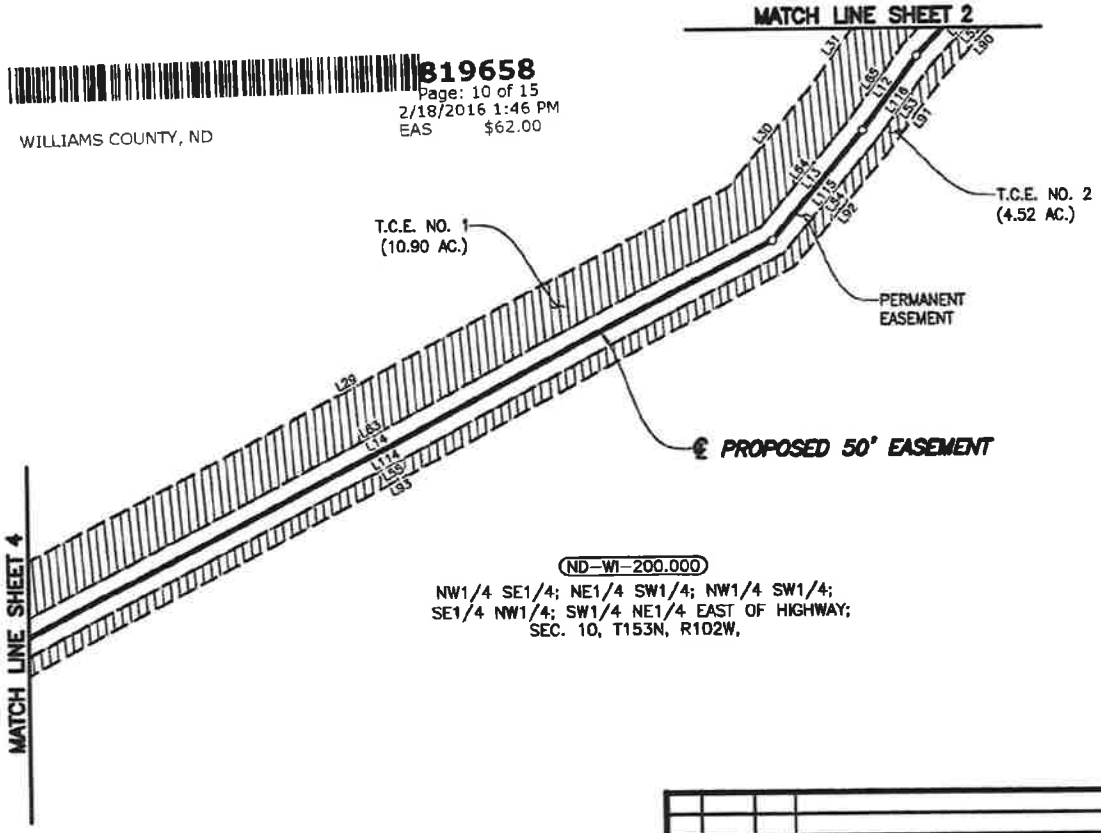
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SCALE: 1"=200'	APP.: CH		

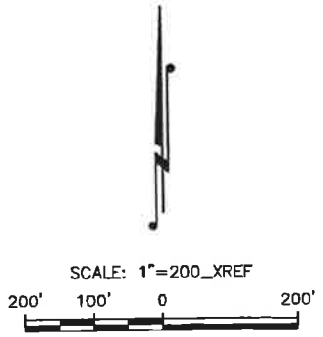
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WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.

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Page: 10 of 15
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WILLIAMS COUNTY, ND





(ND-WI-200.000)
NW1/4 SE1/4; NE1/4 SW1/4; NW1/4 SW1/4;
SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY;
SEC. 10, T153N, R102W,

SHEET 3 OF 7

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/27/15	MM	USE/ACQUISITION	CH
0	10/23/15	JMH	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

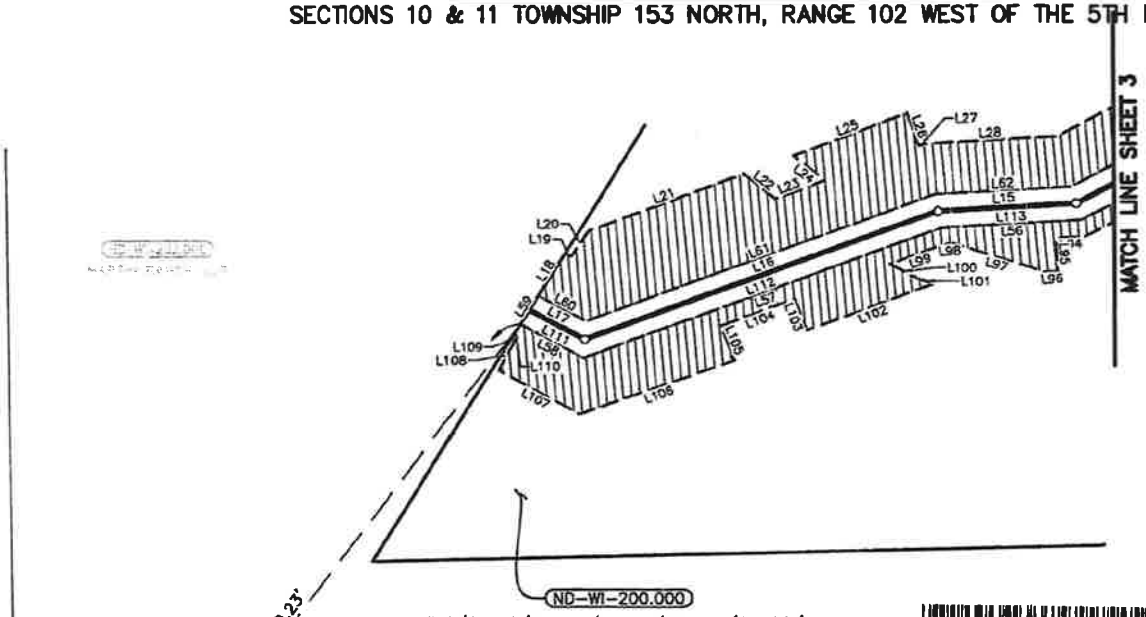
PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

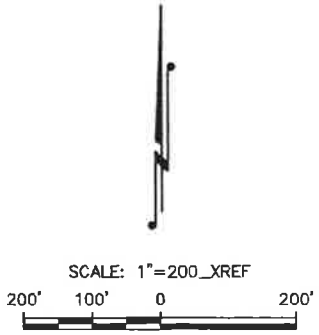
DRAWN BY: JMH	DATE: 10/23/15	DWG. NO.	REV.
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SCALE: 1"=200'	APP.: CH		

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WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.





ND-WI-200.000

NW1/4 SE1/4; NE1/4 SW1/4; NW1/4 SW1/4;
SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY;
SEC. 10, T153N, R102W,

S 37°43'40" W – 2100.23'

WEST LINE SEC. 10

SW COR. SEC. 10
FND. 1/2" I.R.

SOUTH LINE SEC. 10

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WILLIAMS COUNTY, ND
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SHEET 4 OF 7

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/27/15	MM	USE/ACQUISITION	CH
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PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6270

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 10/23/15	DWG. NO.	REV.
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WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.

T.C.E. No. 1 Line Table		
LINE #	LENGTH	BEARING
L1	149.58'	N88°58'22"E
L2	834.89'	S58°52'31"W
L3	62.95'	S44°27'38"W
L4	75.68'	S33°54'41"W
L5	486.98'	S29°57'19"W
L6	848.79'	S35°29'20"W
L7	552.08'	S48°35'20"W
L8	305.21'	S41°42'17"W
L9	163.81'	S42°29'39"W
L10	187.94'	S36°56'46"W
L11	154.16'	S43°53'55"W
L12	136.32'	S36°43'04"W
L13	205.68'	S39°50'51"W
L14	1298.31'	S62°31'30"W
L15	199.83'	S86°47'23"W
L16	548.24'	S69°49'46"W
L17	79.88'	N61°33'58"W
L18	75.17'	N3Z°15'41"E
L19	10.23'	S61°33'56"E
L20	45.93'	N33°56'27"E
L21	243.84'	N69°49'46"E

T.C.E. No. 1 Line Table		
LINE #	LENGTH	BEARING
L22	58.53'	S51°29'51"E
L23	77.54'	N69°49'46"E
L24	58.68'	N51°43'35"W
L25	179.87'	N69°49'46"E
L26	50.00'	S20°10'14"E
L27	7.72'	N69°49'46"E
L28	194.89'	N86°47'23"E
L29	1267.15'	N62°31'30"E
L30	188.59'	N39°50'51"E
L31	138.98'	N36°43'04"E
L32	155.62'	N43°53'55"E
L33	187.02'	N36°56'46"E
L34	165.61'	N42°29'39"E
L35	309.20'	N41°42'17"E
L36	547.98'	N48°35'20"E
L37	836.55'	N35°29'20"E
L38	485.95'	N29°57'19"E
L39	85.19'	N33°54'41"E
L40	79.38'	N44°27'38"E
L41	714.98'	N58°52'31"E

P.E. Line Table		
LINE #	LENGTH	BEARING
L42	100.08'	N88°58'22"E
L43	915.15'	S58°53'13"W
L44	52.01'	S44°27'38"W
L45	89.33'	S33°54'41"W
L46	487.67'	S29°57'19"W
L47	856.94'	S35°29'20"W
L48	554.81'	S48°35'20"W
L49	302.54'	S41°42'17"W
L50	162.60'	S42°29'39"W
L51	188.55'	S36°56'46"W
L52	153.18'	S43°53'55"W
L53	134.55'	S36°43'04"W
L54	217.07'	S39°50'51"W
L55	1319.09'	S62°31'30"W
L56	203.13'	S86°47'23"W
L57	563.36'	S69°49'46"W
L58	105.80'	N81°33'58"W
L59	50.11'	N3Z°15'41"E
L60	79.88'	S61°33'56"E
L61	548.24'	N69°49'46"E

P.E. Line Table		
LINE #	LENGTH	BEARING
L62	199.83'	N86°47'23"E
L63	1298.31'	N62°31'30"E
L64	205.68'	N39°50'51"E
L65	136.32'	N36°43'04"E
L66	154.16'	N43°53'55"E
L67	187.94'	N36°56'46"E
L68	163.81'	N42°29'39"E
L69	305.21'	N41°42'17"E
L70	552.08'	N48°35'20"E
L71	848.79'	N35°29'20"E
L72	486.98'	N29°57'19"E
L73	75.68'	N33°54'41"E
L74	62.95'	N44°27'38"E
L75	834.89'	N58°52'31"E

T.C.E. No. 2 Line Table		
LINE #	LENGTH	BEARING
L76	50.30'	N88°58'22"E
L77	224.37'	S58°58'47"W
L78	50.00'	S31°07'29"E
L79	150.00'	S58°52'31"W
L80	50.00'	N31°07'29"W
L81	581.13'	S58°52'31"W
L82	46.54'	S44°27'38"W
L83	86.16'	S33°54'41"W
L84	488.02'	S29°57'19"W
L85	861.02'	S35°29'20"W
L86	556.18'	S48°35'20"W
L87	301.21'	S41°42'17"W
L88	162.00'	S42°29'39"W
L89	188.86'	S36°56'46"W
L90	152.70'	S43°53'55"W
L91	133.66'	S36°43'04"W
L92	222.77'	S39°50'51"W
L93	1329.47'	S62°31'30"W
L94	43.45'	S86°47'23"W
L95	50.00'	S3°12'37"E

T.C.E. No. 2 Line Table		
LINE #	LENGTH	BEARING
L96	19.12'	S86°47'23"W
L97	140.11'	N72°18'09"W
L98	11.32'	S86°47'23"W
L99	87.61'	S69°49'46"W
L100	47.41'	S62°21'56"E
L101	24.23'	S72°18'09"E
L102	200.97'	S69°49'46"W
L103	50.00'	N20°10'14"W
L104	115.58'	S69°49'46"W
L105	54.84'	S21°23'30"E
L106	241.53'	S70°58'32"W
L107	135.54'	N61°33'58"W
L108	50.00'	N28°26'02"E
L109	5.80'	N61°33'54"W
L110	25.06'	N3Z°15'41"E
L111	105.80'	S61°33'58"E
L112	563.36'	N69°49'46"E
L113	203.13'	N86°47'23"E
L114	1319.09'	N62°31'30"E
L115	217.07'	N39°50'51"E

T.C.E. No. 2 Line Table		
LINE #	LENGTH	BEARING
L116	134.55'	N36°43'04"E
L117	153.18'	N43°53'55"E
L118	188.55'	N36°56'46"E
L119	162.60'	N42°29'39"E
L120	302.54'	N41°42'17"E
L121	554.81'	N48°35'20"E
L122	856.94'	N35°29'20"E
L123	487.67'	N29°57'19"E
L124	69.33'	N33°54'41"E
L125	52.01'	N44°27'38"E
L126	915.15'	N58°53'13"E

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Page: 12 of 15
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WILLIAMS COUNTY, ND
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SHEET 5 OF 7

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/27/15	MM	USE/ACQUISITION	CH
0	10/23/15	JMH	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 10/23/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 10/23/15	ND-WI-198.000.WR	1
SCALE: 1"=200'	APP.: CH		

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WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.

Permanent Easement Description

A 50.0 foot wide Permanent Easement:

That part of the North Half of the Northwest Quarter (N ½ NW ¼), Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 11, the East Half of the Northeast Quarter (E ½ NE ¼) of Section 10, the North Half of the Southeast Quarter (N ½ SE ¼), North Half of the Southwest Quarter (N ½ SW ¼), Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼), Southeast Quarter of the Northwest Quarter (SE ¼, NW ¼) Section 10 all in Township 153 North, Range 102 West of the 5th P.M., Williams County, North Dakota, described as Commencing at a 5/8 inch Iron Rod with Cap Stamped "DW 1171" found at the Northwest corner of said Section 11, thence N88°58'22"E 773.49 feet along the North line of said Section 11 to the Point Of Beginning; thence continuing along above said line N88°58'22"E 100.08 feet to a point; thence S58°53'13"W 915.15 feet along the Southeasterly side of said permanent easement to a point; thence S44°27'38"W 52.01 feet to a point; thence S33°54'41"W 69.33 feet to a point; thence S29°57'19"W 487.67 feet to a point; thence S35°29'20"W 856.94 feet to a point; thence S48°35'20"W 554.81 feet to a point; thence S41°42'17"W 302.54 feet to a point; thence S42°29'39"W 162.60 feet to a point; thence S38°56'46"W 188.55 feet to a point; thence S43°53'55"W 153.18 feet to a point; thence S36°43'04"W 134.55 feet to a point; thence S39°50'51"W 217.07 feet to a point; thence S62°31'30"W 1319.09 feet to a point; thence S86°47'23"W 203.13 feet to a point; thence S69°49'46"W 563.36 feet to a point; thence N61°33'58"W 105.80 feet to a point on the Northwesterly property line and the Southeasterly right of way of State Highway 1804; thence N32°15'41"E 50.11 feet along the Northwesterly property line to a point; thence S61°33'58"E 79.88 feet along the Northwesterly side of said permanent easement to a point; thence N69°49'46"E 548.24 feet to a point; thence N86°47'23"E 199.83 feet to a point; thence N62°31'30"E 1298.31 feet to a point; thence N39°50'51"E 205.68 feet to a point; thence N36°43'04"E 136.32 feet to a point; thence N43°53'55"E 154.16 feet to a point; thence N38°56'46"E 187.94 feet to a point; thence N42°29'39"E 163.81 feet to a point; thence N41°42'17"E 305.21 feet to a point; thence N48°35'20"E 552.08 feet to a point; thence N35°29'20"E 848.79 feet to a point; thence N29°57'19"E 486.98 feet to a point; thence N33°54'41"E 75.68 feet to a point; thence N44°27'38"E 62.95 feet to a point; thence N58°52'31"E 834.89 feet to the Point of Beginning. Said permanent easement contains 7.13 acres, more or less.

Temporary Construction Easements (T.C.E.)

Temporary Construction Easement #1: That part of the North Half of the Northwest Quarter (N ½, NW ¼), Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 11, the East Half of the Northeast Quarter (E ½ NE ¼) of Section 10, the North Half of the Southeast Quarter (N ½ SE ¼), North Half of the Southwest Quarter (N ½ SW ¼), Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼), Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) Section 10 all in Township 153 North, Range 102 West of the 5th P.M., Williams County, North Dakota, described as Commencing at a 5/8 inch Iron Rod with Cap Stamped "DW 1171" found at the Northwest corner of said Section 11; thence N88°58'22"E 623.93 feet along the North line of said Section 11 to the Point Of Beginning; thence continuing along above said line N88°58'22"E 149.56 feet to a point; thence S58°52'31"W 834.89 feet along the Southeasterly side of said temporary construction easement to a point; thence S44°27'38"W 62.95 feet to a point; thence S33°54'41"W 75.68 feet to a point; thence S29°57'19"W 486.98 feet to a point; thence S35°29'20"W 848.79 feet to a point; thence S48°35'20"W 552.08 feet to a point; thence S41°42'17"W 305.21 feet to a point; thence S42°29'39"W 163.81 feet to a point; thence S38°56'46"W 187.94 feet to a point; thence S43°53'55"W 154.16 feet to a point; thence S36°43'04"W 136.32 feet to a point; thence S39°50'51"W 205.68 feet to a point; thence S62°31'30"W 1298.31 feet to a point; thence S86°47'23"W 199.83 feet to a point; thence S69°49'46"W 548.24 feet to a point; thence N61°33'58"W 79.88 feet to a point on the Northwesterly property line and the Southeasterly right of way of State Highway 1804; thence N32°15'41"E 75.17 feet along the Northwesterly property line; thence S61°33'56"E 10.23 feet to a point; thence N33°56'27"E 45.93 feet to a point; thence N69°49'46"E 243.84 feet along the Northwesterly side of said temporary construction easement to a point; thence S51°29'51"E 58.53 feet to a point; thence N69°49'46"E 77.54 feet to a point; thence N51°43'35"W 58.68 feet to a point; thence N69°49'46"E 179.87 feet to a point; thence S20°10'14"E 50.00 feet to a point; thence N69°49'46"E 7.72 feet to a point;

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REV.	DATE	BY	DESCRIPTION	CHK.
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PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 10/23/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 10/23/15	ND-WI-198.000.WR	1
SCALE: N.T.S.	APP.:		

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WILLIAMS COUNTY, NORTH DAKOTA

SECTIONS 10 & 11 TOWNSHIP 153 NORTH, RANGE 102 WEST OF THE 5TH P.M.

thence N86°47'23"E 194.89 feet to a point; thence N62°31'30"E 1267.15 feet to a point; thence N39°50'51"E 188.59 feet to a point; thence N36°43'04"E 138.98 feet to a point; thence N43°53'55"E 155.62 feet to a point; thence N38°56'46"E 187.02 feet to a point; thence N42°29'39"E 165.61 feet to a point; thence N41°42'17"E 309.20 feet to a point; thence N48°35'20"E 547.98 feet to a point; thence N35°29'20"E 836.55 feet to a point; thence N29°57'19"E 485.95 feet to a point; thence N33°54'41"E 85.19 feet to a point; thence N44°27'38"E 79.36 feet to a point; thence N58°52'31"E 714.98 feet to the Point of Beginning. Said temporary construction easement contains 10.92 acres, more or less.

Temporary Construction Easement #2: That part of the North Half of the Northwest Quarter (N ½ NW ¼), Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 11, the East Half of the Northeast Quarter (E ½ NE ¼) of Section 10, the North Half of the Southeast Quarter (N ½ SE ¼), North Half of the Southwest Quarter (N ½ SW ¼), Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼), Southeast Quarter of the Northwest Quarter (SE ¼, NW ¼) Section 10 all in Township 153 North, Range 102 West of the 5th P.M., Williams County, North Dakota, described as Commencing at a 5/8 inch Iron Rod with Cap Stamped "DW 1171" found at the Northwest corner of said Section 11; thence N88°58'22"E 873.57 feet along the North line of said Section 11 to the Point Of Beginning; thence continuing along above said line N88°58'22"E 50.30 feet to a point; thence S58°58'47"W 224.37 feet along the Southeasterly side of said temporary construction easement to a point; thence S31°07'29"E 50.00 feet to a point; thence S58°52'31"W 150.00 feet to a point; thence S31°07'29"W 50.00 feet to a point; thence S58°52'31"W 581.13 feet to a point; thence S44°27'38"W 46.54 feet to a point; thence S33°54'41"W 66.16 feet to a point; thence S29°57'19"W 488.02 feet to a point; thence S35°29'20"W 861.02 feet to a point; thence S48°35'20"W 556.18 feet to a point; thence S41°42'17"W 301.21 feet to a point; thence S42°29'39"W 162.00 feet to a point; thence S38°56'46"W 188.86 feet to a point; thence S43°53'55"W 152.70 feet to a point; thence S36°43'04"W 133.66 feet to a point; thence S39°50'51"W 222.77 feet to a point; thence S62°31'30"W 1329.47 feet to a point; thence S86°47'23"W 43.45 feet to a point; thence S03°12'37"W 50.00 feet to a point; thence S86°47'23"W 19.12 feet to a point; thence N72°18'09"W 140.11 feet to a point; thence S86°47'23"W 11.32 feet to a point; thence S69°49'46"W 87.61 feet to a point; thence S62°21'56"E 47.41 feet to a point; thence S72°18'09"E 24.23 feet to a point; thence S69°49'46"W 200.97 feet to a point; thence N20°10'14"W 50.00 feet to a point; thence S69°49'46"W 115.58 feet to a point; thence S21°23'30"E 54.84 feet to a point; thence S70°58'32"W 241.53 feet to a point; thence N61°33'58"W 135.54 feet to a point; thence N28°26'02"W 50.00 feet to a point; thence N61°33'58"W 5.80 feet to a point on the Northwesterly property line and the Southeasterly right of way of State Highway 1804; thence N32°15'41"E 25.06 feet along the Northwesterly property line to a point; thence S61°33'58"E 105.80 feet along the Northwesterly side of said temporary construction easement to a point; thence N69°49'46"E 563.36 feet to a point; thence N86°47'23"E 203.13 feet to a point; thence N62°31'30"E 1319.09 feet to a point; thence N39°50'51"E 217.07 feet to a point; thence N36°43'04"E 134.55 feet to a point; thence N43°53'55"E 153.18 feet to a point; thence N38°56'46"E 188.55 feet to a point; thence N42°29'39"E 162.60 feet to a point; thence N41°42'17"E 302.54 feet to a point; thence N48°35'20"E 554.81 feet to a point; thence N35°29'20"E 856.94 feet to a point; thence N29°57'19"E 487.67 feet to a point; thence N33°54'41"E 89.33 feet to a point; thence N44°27'38"E 52.01 feet to a point; thence N58°53'13"E 915.15 feet to the Point of Beginning. Said temporary construction easement contains 4.52 acres, more or less.

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Page: 14 of 15
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WILLIAMS COUNTY, ND
EAS $62.00

REV.	DATE	BY	DESCRIPTION	CHK.
1	10/27/15	MM	USE/ACQUISITION	CH
0	10/23/15	LAE	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E 1/2 NE 1/4 OF SEC. 10; N 1/2 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4 OF SEC. 11, NW1/4 SE1/4 NE1/4 SW1/4; NW1/4 SW1/4; SE1/4 NW1/4; SW1/4 NE1/4 EAST OF HIGHWAY; SEC. 10, T153N, R102W
WILLIAMS COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 10/23/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 10/23/15	ND-WI-198.000.WR	1
SCALE: N.T.S.	APP.:		

FILE: \\mustangeng.com\gis\HOU\Pipeline\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\WILLIAMS COUNTY\ND-WI-198-200.000.WR.dwg PLOT DATE: 10/28/2015 BY: MULLEN, MIKE

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Page: 1 of 15
1/6/2016 1:34 PM
EAS $52.00

WILLIAMS COUNTY, ND

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-WI-204.000
PARCEL ID: 09153020009020
COUNTY: Williams

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated November 23rd, 2015, is between **Martin Ranch, LLP and Brenda L. Sundby,** whose mailing address is ~~920 22nd Street East, Williston,~~ **ND 58801,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing only in connection with repair, improving, , operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, , abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

1804-16th Ave. W. RW

All that certain lot, tract or parcel of land, containing 136.06 acres of land, more or less, situated in the E½SE¼ and the E½NE¼, less that portion of Sublot 04 located in the SE¼ of the SE¼ in Section 09, Township 153 North, Range 102 West, Williams County, North Dakota, more particularly described in Warranty Deed, dated September 04, 2010 from Rebecca L. Wahlstrom, a married person dealing in her sole and separate property; Barbara D. Langerud, a married person dealing in her sole and separate property; and Elizabeth A. Glander, a married person dealing in her sole and separate property, to Martin Ranch, LLP, recorded under Document Number 695972, Office of Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area

immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing only in connection with repair, improving, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, must be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and ordinary damages to the Grantor's Property, excluding the Easements, resulting from initial construction of the pipeline. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for ordinary damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and

Access Easement. Grantor agrees that the consideration paid by Grantee in this agreement includes any and all costs incurred by Grantor for installing fencing, whether temporary or permanent, along and outside the boundaries of the Easements so as to prevent Grantor's livestock from entering the Easements during the initial construction of the pipeline. Grantor is not responsible for the removal or disposal of such fencing.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages for removal of such improvements.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be for a period of 99 years, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) represents that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor.

13. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

14. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

15. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, shall be recorded in the real estate records of the county or counties where Grantor's Property lies.

16. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

17. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

18. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

EXECUTED this 23rd day of November, 2015.

GRANTOR

MARTIN RANCH, LLP

Rebecca Wahlstrom

By: Rebecca Wahlstrom
Its: Manager

GRANTOR

Brenda L. Sundby

GRANTEE

DAKOTA ACCESS, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

EXECUTED this 1ST day of December, 2015.

GRANTOR

MARTIN RANCH, LLP

By: Rebecca Wahlstrom
Its: Manager

GRANTOR

Brenda L. Sundby
Brenda L. Sundby

GRANTEE

DAKOTA ACCESS, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

THE STATE OF North Dakota §

COUNTY OF Williams §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Rebecca Wahlstrom in her capacity as Manager of Martin Ranch, LLP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in her stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of November, 2015.

LORI K FOLDESI
Notary Public
State of North Dakota
My Commission Expires January 14, 2021

Lori K. Foldesi
Notary Public

My Commission Expires: 1-14-21

ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____§

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Brenda L. Sundby, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in her stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____day of _____, 2015.

_____
Notary Public

My Commission Expires:_____

ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____§

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Rebecca Wahlstrom in her capacity as Manager of Martin Ranch, LLP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in her stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____day of _____, 2015.

_____
Notary Public

My Commission Expires:_____

ACKNOWLEDGMENT

THE STATE OF South Dakota §

COUNTY OF Pennington§

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Brenda L. Sundby, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in her stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of December, 2015.

LISA M. YANTES NOTARY SEAL PUBLIC SOUTH DAKOTA

Lisa M Yantes
Notary Public

My Commission Expires: My Commission Expires August 8, 2018

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris **§**

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of December, 2015.

MARIA E. ACOSTA
Notary Public, State of Texas
My Commission Expires
November 19, 2017

Maria E. Acosta
Notary Public, State of Texas

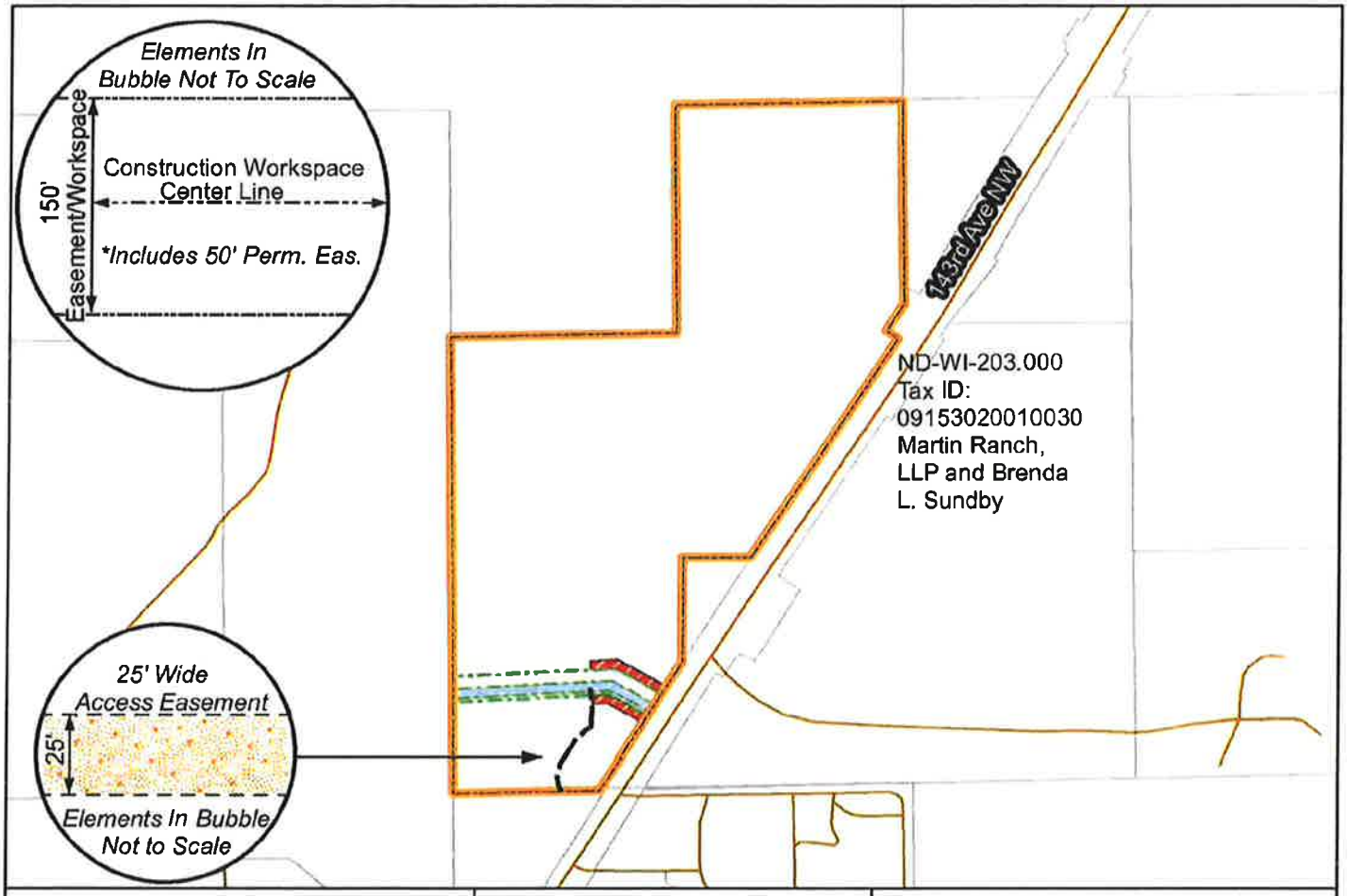
My Commission Expires: 11-19-2017

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Page: 10 of 15
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WILLIAMS COUNTY, ND
EAS $52.00

Exhibit A

WILLIAMS COUNTY, ND

S010-R102W-T153N



ROW Length: 1187.65 Ft. = 71.98 Rods
Proposed Permanent Easement: 1.36 Ac.
Temp Easement/ Workspace: 2.78 Ac.
Add Temp Easement/ Workspace: 0.92 Ac.
25' Wide Access Easement Ln: 670.84 Ft.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Martin Ranch, LLP and Brenda L. Sundby

Tract No.: ND-WI-203.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

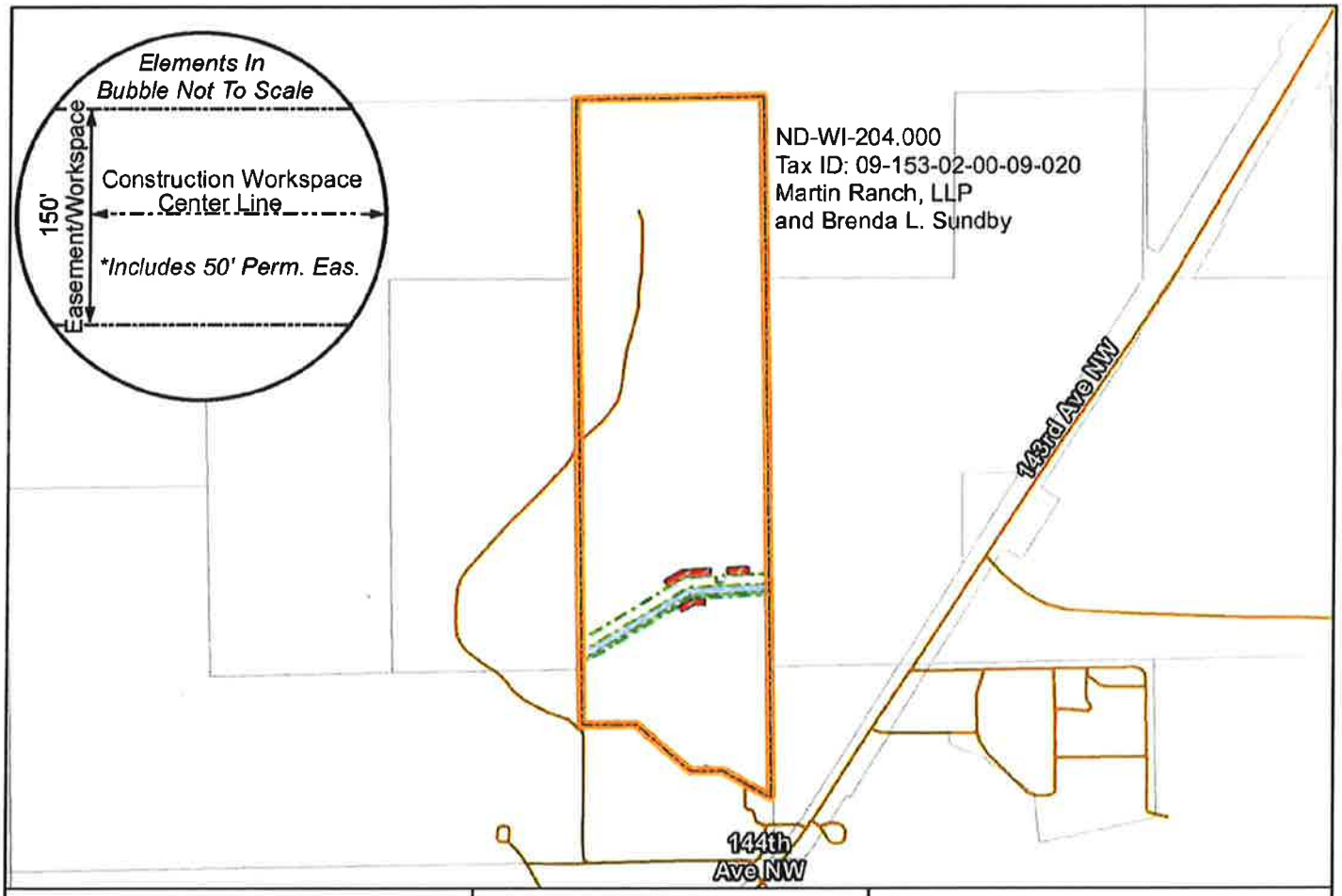
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WILLIAMS COUNTY, ND
EAS $52.00

Exhibit A

WILLIAMS COUNTY, ND

S009-R102W-T153N



ROW Length: 1436.86 Ft. = 87.08 Rods
Proposed Permanent Easement: 1.65 Ac.
Temp Easement/ Workspace: 3.23 Ac.
Add Temp Easement/Workspace: 0.78 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 1,000 2,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Martin Ranch, LLP and Brenda L. Sundby

Tract No.: ND-WI-204.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Wednesday, October 21, 2015 2:33:50 PM

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WILLIAMS COUNTY, ND EAS $52.00

EXHIBIT B

TO

RIGHT OF WAY AGREEMENT

THIS EXHIBIT is attached to and by reference made a part of the Easement Agreement dated November 23rd 2015, by and between **Martin Ranch, LLP and Brenda L. Sundby** , Grantor, and **DAKOTA ACCESS, LLC.** As Grantee, and covering the following land in **WILLIAMS COUNTY, NORTH DAKOTA,** to-wit:

All that certain lot, tract or parcel of land, containing 136.06 acres of land, more or less, situated in the E½SE¼ and the E½NE¼, less that portion of Sublot 04 located in the SE¼ of the SE¼ in Section 09, Township 153 North, Range 102 West, Williams County, North Dakota, more particularly described in Warranty Deed, dated September 04, 2010 from Rebecca L. Wahlstrom, a married person dealing in her sole and separate property; Barbara D. Langerud, a married person dealing in her sole and separate property; and Elizabeth A. Glander, a married person dealing in her sole and separate property, to Martin Ranch, LLP, recorded under Document Number 695972, Office of Recorder, Williams County, North Dakota, less and except any conveyances heretofore made.

Notwithstanding the provision of this Agreement to the contrary:

1. Wherever the term "Easement" is mentioned herein, it is intended to be one and the same as the Easement Agreement to which the Exhibit is attached.

2. In the addition to the agreed upon consideration, Grantee shall pay for future damages to the land, 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 after the initial construction of the pipeline.

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 reasonable 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. Grantee shall not be liable for or indemnity Grantor against the negligence or the acts or omissions of Grantor that result in any claim, demand, and cause of action or liability for damages.

4. Grantee agrees that any consideration paid for this Easement 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 Easement Agreement after completion of initial construction.

5. All topsoil will be scraped and set to one side. Topsoil will be replaced after easement work has been completed. All rocks 4 inches or larger will be buried or disposed of following dirt work. The subject land will be restored by Grantee to as near original condition as reasonably possible after completion of work. as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full. Grantee agrees to replace or repair all fences, terraces, contours and drainage ditches and to pay any damages which may arise from the construction, maintenance and operation of said lines.

6. All pipelines shall be buried no less than forty eight inches (48") from the top of the pipe in cultivated areas, forty eight inches (48") from the top of the pipe in rangeland areas, and no less than twenty four inches (24") from the top of the pipe through solid rock.

7. Grantee shall perform any work reasonably 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, and grass seeding that did not grow.

8. Grantee agrees to control the presence of weeds within the Easements caused by Grantee's activities as set forth in that certain Environmental Construction Plan ("ECP"), as approved or amended by the North Dakota Public Service Commission, the same being incorporated herein by reference as if set forth in full. .

9. Seeding of grassland in the easement area will be seeded to a suitable grass mixture as required by Grantee's permits and other agreements.

10. Grantee's access to and from the easement is limited to travelling over the width of the right of way and Access Easement after the initial construction of pipeline.

11. Grantee agrees that it will not put any above-ground facilities on the easement except for cathodic test lead and pipeline markers. The pipeline markers will be at such locations and distances as are necessary to provide a minimum of line of sight between markers as well as to indicate all points of intersection and crossings of property boundaries, waterbodies, railroad tracks and/or roads. All necessary or required cathodic test leads will be placed in fence lines on the lands, at foreign pipeline crossings or road right of way lines.

12. Prior to initial construction of the pipeline, Grantee agrees to perform a test of the ground water for hydrocarbon levels from a source in reasonable proximity to the Pipeline Easement on Grantor's property and that information will be shared with the Grantor. Grantor agrees to designate location of and provide access to the water source from which said test is to be conducted.

13. This easement is intended for one (1) pipeline in one (1) trench. Grantee shall not transport salt water through the pipeline.

14. If, after three (3) years from the date below, construction of the pipeline has not commenced, this entire Agreement shall be terminated. In the event that use of the pipeline by Grantee, its successors and assigns shall not be maintained for the purpose herein granted for the period of three (3) consecutive years, then, upon receipt of the appropriate government approvals for abandonment, Grantee shall have no further rights in the lands or the Pipeline Easement except, at the option of Grantee, the right to abandon the subsurface pipeline facilities in place or the right and privilege to remove the Pipeline Facilities. In the event Grantee elects to remove the subsurface pipeline facilities, Grantee shall restore the surface of the Pipeline Easement as near as reasonably practicable to its condition prior to such removal. Grantee, its successors or assigns shall, within six (6) months after the abandonment in place or removal of the pipeline facilities, file with the County Recorder's officeof the county in which the Lands are located a release of the right, title and interest of Grantee in and to the lands and Pipeline Easement. If signification erosion or washouts occur, Grantee agrees to mitigate the affected area, within thirty (30) days of the occurrence, weather conditions permitting. This requirement is not intended to alleviate Grantee from any more stringent requirements set by law and/or governmental agencies.

15. The actual location of the easement has not yet been determined. Once the location of the easement has been determined, it shall in no event be located on any lands belonging to Grantor other than those which are described herein. The plat or map attached to the Easement Agreement shall be recorded with the Easement Agreement. The map or plat may not alter the terms of the easement other than to provide the exact legal description of the easement. Grantee shall provide to Grantor an as-built survey upon completion of the construction of the pipeline. This will be provided to Grantor within six (6) months of completion of construction.

16. Grantor reserves all rights to quiet enjoyment of the land and to use said land for any purpose that does not unreasonably interfere with the easement granted herein. Grantor's reserved rights include, but are not limited to, usage of the surface for farming, recreation and development along with the rights to sell said land or parts thereof and the rights to grant other easements over and under said land. All construction activities affecting the Pipeline Easement by Grantor or any third party shall be subject to the engineering and construction specification of Grantee. In addition any third party to whom an easement is granted will be required to sign Grantee's form of encroachment prior to entering on the Pipeline Easement.

17. During construction of the pipeline or any subsequent work on the pipeline, Grantee shall ensure that Grantor is not prevented from access across the easement area to ensure that Grantor, its licensees and/or invitees, has/have access to and through Grantor's land for agricultural, recreational, or any other reason. Grantee agrees to work with Grantor to ensure that earthen plugs are left along the route of the Pipeline Easement during construction or during subsequent work where Grantor will be able to cross the Pipeline Easement area without unreasonable difficulty. Such access will contemplate the need for farm implements, livestock, people and vehicles crossing the Pipeline Easement area. Grantor agrees that the consideration paid by Grantee in this agreement includes any and all costs incurred by Grantor for installing fencing, whether temporary or permanent, along and outside the boundaries of the Easements so as to prevent Grantor's livestock from entering the Easements during the initial construction of the pipeline. Grantor is not responsible for the removal or disposal of such fencing.

18. Upon completion of construction, Grantee shall keep the easement area free of garbage and debris and shall promptly remove any unnecessary and/or unused construction materials and equipment.

19. Grantee is aware that there are recorded easements located on the property wherein Grantor previously entered into an easement agreement (or agreements) covering a portion or all of the land covered herein. The exact location(s) of the easement(s) is not expressed by Grantor, nor is Grantee relying on any statements or claims by Grantor in this regard. It is incumbent upon Grantee to determine the location of the existing recorded easement(s) Grantee hereby relieves and forever holds Grantor, and Grantor's successors and assigns, free from any and all claims, lawsuits or disputes of any kind that may arise out of competing interests or conflicts as a result of various recorded easements being located on the subject property. Grantee shall not in any way be liable for any damages or claims for interference with unrecorded easements or agreements affecting the Pipeline Easement. Grantor shall communicate to Grantee any unrecorded pipelines or easements he or she has knowledge of. The exact locations of unrecorded pipelines or other easements is not expressed by Grantor, nor is Grantee relying on Grantor in this regard.

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Page: 15 of 15
1/6/2016 1:34 PM
WILLIAMS COUNTY, ND EAS $52.00

COUNTY RECORDER, WILLIAMS COUNTY, ND 1/6/2016 1:34 PM
I certify that this instrument was filed and recorded
Kari Evenson, County Recorder
by Josie Beuchler Deputy 817539

TREASURER/RECORDER WILLIAMS COUNTY SEAL STATE OF NORTH DAKOTA

EXHIBIT H-3

Easements and Memorandum of Easements

McKenzie County

EXHIBIT H-3(a)

Reroute Location 42

489038

Return to:
CONTRACT LAND STAFF LLC
1100 WEISS AVENUE

BISMARCK ND 58503

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 20

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-020.000; 023.000; 025.000
PARCEL ID: 060003300, 060003400, 060003610, 060003660, 060007750, 060007650
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated December 16, 2015, 2015, is between **First National Bank & Trust Co., as Trustee of the Steven Papineau Trust UDT September 25, 2007,** whose mailing address is **P.O. Box 1827, Williston, ND 58802-1827,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing only in conjunction with repair, improving, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 864.72 acres of land, more or less situated in Lots 01, 02, NE¼, E½NW¼ of Section 07, the S½ of Section 08, the N½NW¼, NE¼ of Section 17, Township 151 North, Range 102 West, McKenzie County, North Dakota, as more particularly described in that certain Warranty Deed dated September 25, 2007 from Steven Papineau, a single person, to First National Bank and Trust Company, as Trustee of the Steven Papineau Trust UDT September 25, 2007, recorded under Instrument Number 375407, Office of the County Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing only in conjunction with repair, improving, operating, maintaining, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and ordinary damages to the Grantor's Property including any tree damages,, excluding the Easements, resulting from the initial construction of the pipeline. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for ordinary damages caused to crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for customary damages for removal of such improvements.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements: provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantor agrees that the consideration paid by Grantee in this agreement includes the costs incurred by Grantor for the repair and replacement of, permanent fencing destroyed or disturbed by project construction activities. Such fencing is to be installed upon the completion of construction of the pipeline , at its Grantor's sole expense, along the same alignment and approximate location of the Grantor's existing fences. Notwithstanding the foregoing, Grantee shall install temporary fencing to keep Grantor's cattle from escaping during the initial construction of the pipeline.

Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) represents that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor.

13. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

14. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

15. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, shall be recorded in the real estate records of the county or counties where Grantor's Property lies.

16. This Agreement, with the referenced Exhibits, contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

17. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

18. This Agreement is subject to the terms and conditions of Exhibit B, attached hereto.

EXECUTED this 16th day of December, 2015.

County Recorder
McKenzie County
Watford City ND 58854

489038

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GRANTOR:

First National Bank & Trust Company,
Trustee of the Steven Papineau Trust UDT September 25, 2007

By: Lavina Donagala
Its. Senior Vice President/Trust Officer

GRANTOR:

By: Steven Papineau
As: Land Operator

GRANTEE:

Dakota Access, LLC

By: Robert Rose
Its: Vice President of Land and Right of Way

489038

County Recorder
McKenzie County
Watford City ND 58854

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ACKNOWLEDGMENT

THE STATE OF NORTH DAKOTA §

COUNTY OF Williams §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Lavina Domagala in her capacity as Senior Vice President/Trust Officer of First National Bank and Trust Company, Trustee for the Steven Papineau Trust UDT September 25, 2007, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in her stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of December 2015.

DAWN HUSTAD
Notary Public
State of North Dakota
My Commission Expires December 6, 2017

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

THE STATE OF NORTH DAKOTA §

COUNTY OF Williams §

BEFORE ME, the undersigned authority, on this day personally appeared Steven Papineau, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of December, 2015.

LAVINA DOMAGALA
Notary Public
State of North Dakota
My Commission Expires October 22, 2020

Notary Public

My Commission Expires: _____

489038

County Recorder
McKenzie County
Watford City ND 58854

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Robert Rose in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of December, 2015.

DONNA WALTERS
Notary Public, State of Texas
Comm. Expires 03-04-2020
Notary ID 2342771

Donna Walters
Notary Public, State of Texas

My Commission Expires: _____

County Recorder
McKenzie County
Watford City ND 58854

489038

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EXHIBIT B
TO
EASEMENT AGREEMENT

THIS EXHIBIT is attached to and by reference made a part of the Easement Agreement dated December 16, 2015, by and between **First National Bank & Trust Co., as Trustee for the Steven Papineau Trust UDT September 25, 2007,** whose mailing address is **P.O. Box 1827, Williston, ND 58802-1827,** Grantor, and **Dakota Access, LLC**, Grantee, and covering the following land in McKenzie County, NORTH DAKOTA, to-wit:

Lots 01, 02, NE¼, E½NW¼ of Section 07, the S½ of Section 08, the N½NW¼, NE¼ of Section 17, Township 151 North, Range 102 West, McKenzie County, North Dakota, as more particularly described in that certain Warranty Deed dated September 25, 2007 from Steven Papineau, a single person, to First National Bank and Trust Company, as Trustee of the Steven Papineau Trust UDT September 25, 2007, recorded under Instrument Number 375407, Office of the County Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Notwithstanding the provisions of this Agreement to the contrary:

1. Wherever the term "Right of Way Agreement", "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 land, crops, grass or plants intended for hay, grass and any other damages which may occur after the initial installation of the Pipeline as a result of entry upon the property and/or exercise of any rights granted in the Right of Way 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 reasonable 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 indemnity obligations relating from Grantee's operations on the land.

4. 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.

5. Grantor agrees that the consideration paid for this Right of Way Agreement includes any costs incurred by Grantor for the reconstruction of any fences crossed by the initial construction of the pipeline within the Easements as well as the installation of gates no less than fourteen feet (14') wide in any fence crossed by the initial construction of the pipeline within the Easements. Grantor agrees to construct such fences and gates immediately following the completion of the construction of the pipeline.

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. Sub soil will be scraped and set to opposite side. Soil layers will be replaced and compacted separately in order to limit excessive settling of soil; top soil shall remain on top. All rocks 4 inches or larger will be buried or disposed of following dirt work. Cropland will be cultivated if such is to be cultivated land following work and rocks re-packed by Grantee. 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 or repair 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 will be buried no less than 48 inches below the surface, from the top of the pipe.

7. Grantee shall perform any work reasonably 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, if not cultivated as cropland, will be monitored yearly by landowner until grass has been established to the same as its original state. At Grantee's expense, re-seeding will be completed yearly by Grantee for a period of two (2) growing seasons following completion of pipeline construction. Crop damage payment will be paid for up to two (2) growing seasons by Grantee until a satisfactory stand has been accomplished.

9. Weeds on the easement will be controlled by Grantee through two (2) growing seasons following construction. 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 reasonably agreeable to the Grantor at a suitable planting rate.

11. Grantee's access to and from the easement is limited to traveling over the width of the right of way, except as otherwise provided in the Easement.

12. The length of this easement shall be for 99 years from the date of this Agreement unless terminated before such time. If the pipeline is still being utilized at the end of the Initial ROW Period, the Grantor and Grantee or their heirs or assigns shall negotiate in good faith for a new Easement.

13. Grantee agrees that it will not put any above-ground facilities on the Easement except for any above ground installments as required by law which will be placed in locations so as to cause the least inconvenience to Grantor where possible. Grantee shall give Grantor prior written notice of any installation.

14. Should Grantee strike ground water during initial construction, or subsequent maintenance of the pipeline, Grantee shall have a certified test of the ground water for hydrocarbons performed prior to installation of any pipelines and that information will be shared with Grantor.

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) pipeline in one (1) trench. Grantee shall not allow salt water to pass through the pipeline.

17. If, after two (2) years from the date of receipt of all necessary permits Grantee has not commenced the installation of the pipeline, or no pipeline has been installed within five (5) years after the date of this Agreement, this entire Agreement shall be terminated. This Easement shall terminate if for a period of twenty-four (24) consecutive months after the installation of the Pipeline, 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 within twelve (12) months of the termination. Grantor may elect to keep the pipeline at which time Grantee would have no further interest or liability therein. Once the pipelines have been permanently abandoned by Grantee, Grantee may, in its discretion, permanently remove the pipeline at Grantee's sole cost and responsibility. Upon removal, the surface of the land shall be restored to conform to contour and grade with the land as it existed before the land was dug for initial placement of the pipeline.

18. 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, Grantee agrees to mitigate the affected area within thirty (30) days of the occurrence, weather conditions permitting, to the reasonable satisfaction of Grantor. This requirement is not intended to alleviate Grantee from any more stringent requirements set by law and/or governmental agencies.

19. The easement shall in no event be located on any lands belonging to Grantor other than those which are described herein. The Easement shall not be recorded prior to the determination of the actual route of the Easement. 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. If the actual location of the easement is changed by Grantee prior to the installation of the Pipeline, the changed 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. While Grantor shall not unreasonably withhold consent to the changed location of the pipeline, Grantee shall locate the easement in accordance with Grantor's desires to the extent reasonably possible.

20. Grantee shall provide to Grantor an as-built survey upon completion of the construction of the pipeline. This will be provided to Grantor within one hundred sixty (160) days of completion of construction.

21. Grantor reserves all rights to quiet enjoyment of the land and to use said land for any purpose that does not unreasonably interfere with the easement granted herein. Grantor's reserved rights include, but are not limited to, usage of the surface for farming, recreation and development along with the rights to sell said land or parts thereof and the rights to grant other easements over and under said land that do not interfere with Grantee's pipeline or easement.

22. During construction of the pipeline or any subsequent work on the pipeline, Grantee shall ensure that Grantor is not prevented from access across the easement area to ensure that Grantor, its licensees and/or invitees, has/have access to and through Grantor's land for agricultural, recreational, or any other reason. Grantee agrees to work with Grantor to ensure that points are left along the route of the easement during construction or during subsequent work where Grantor will be able to cross the easement area without unreasonable difficulty. Such access will contemplate the need for farm implements, livestock, people and vehicles crossing the easement area. In no event will any portion of the trench be left open for more than seven (7) consecutive days, weather conditions permitting for quality trench fill, without the written consent of the Grantor.

23. Upon completion of construction, Grantee shall keep the easement area free of garbage, and debris and shall promptly remove any unnecessary and/or unused construction materials and equipment, including all pin flags.

24. Grantee shall reimburse Grantor for Grantor's reasonable attorneys' fees relating to the successful enforcement of any provision contained herein.

25. Grantee is aware that there are or are potentially easements located on the property wherein Grantor previously entered into an easement agreement (or agreements) covering a potion or all of the land covered herein. The exact location(s) of the easement(s) is not expressed by Grantor nor is Grantee relying on any statements or claims by Grantor in this regard. It is incumbent upon Grantee to determine the location of the existing easement(s) to ensure it does not infringe upon or in any way interfere with the existing easement(s). The variables and potential competing interests of Grantee and the Grantee(s) (or any successor assigns) of any prior easements cannot be reasonably anticipated by Grantor. As such, Grantee hereby agrees that it will communicate with the Grantee(s) (or any successors or assigns) of any prior easements (or its successors or assigns) to ensure that the locations and uses of each of their respective easements will not conflict. Grantee hereby relieves and forever holds Grantor, and Grantor's successors and assigns, free from any and all claims, lawsuits or disputes of any kind that may arise out of competing interests or conflicts as a result of various preexisting recorded easements being located on the subject property. Grantor shall not be included by Grantee in any dispute arising out of the easement in any way, regardless of whether Grantor was consulted by either Grantee or the Grantee(s) (or any successors or assigns) of any prior easements, as to location of their respective easements.

26. Grantee's subsidiary, or other affiliated companies, their agents, employees, contractors, subcontractors and others as may be authorized by Grantee, shall be governed by the terms and conditions of this Agreement when said subsidiary, or other affiliated company, agent, employee, contractor, subcontractor, or other as authorized by Grantee, is/are upon the above-described land for the purpose of exercising any right granted herein.

GRANTORS:

First National Bank & Trust Company
Trustee, Steven Papineau Trust
UDT September 25, 2007

Its: Senior Vice Pres./Trust Officer

Steven Papineau

As: Land Operator

GRANTEE:

Dakota Access, LLC

By:
Its: VP - LAND AND RIGHT OF WAY

County Recorder
McKenzie County
Watford City ND 58854

489038

Page 11 of 20

County Recorder
McKenzie County
Watford City ND 58854

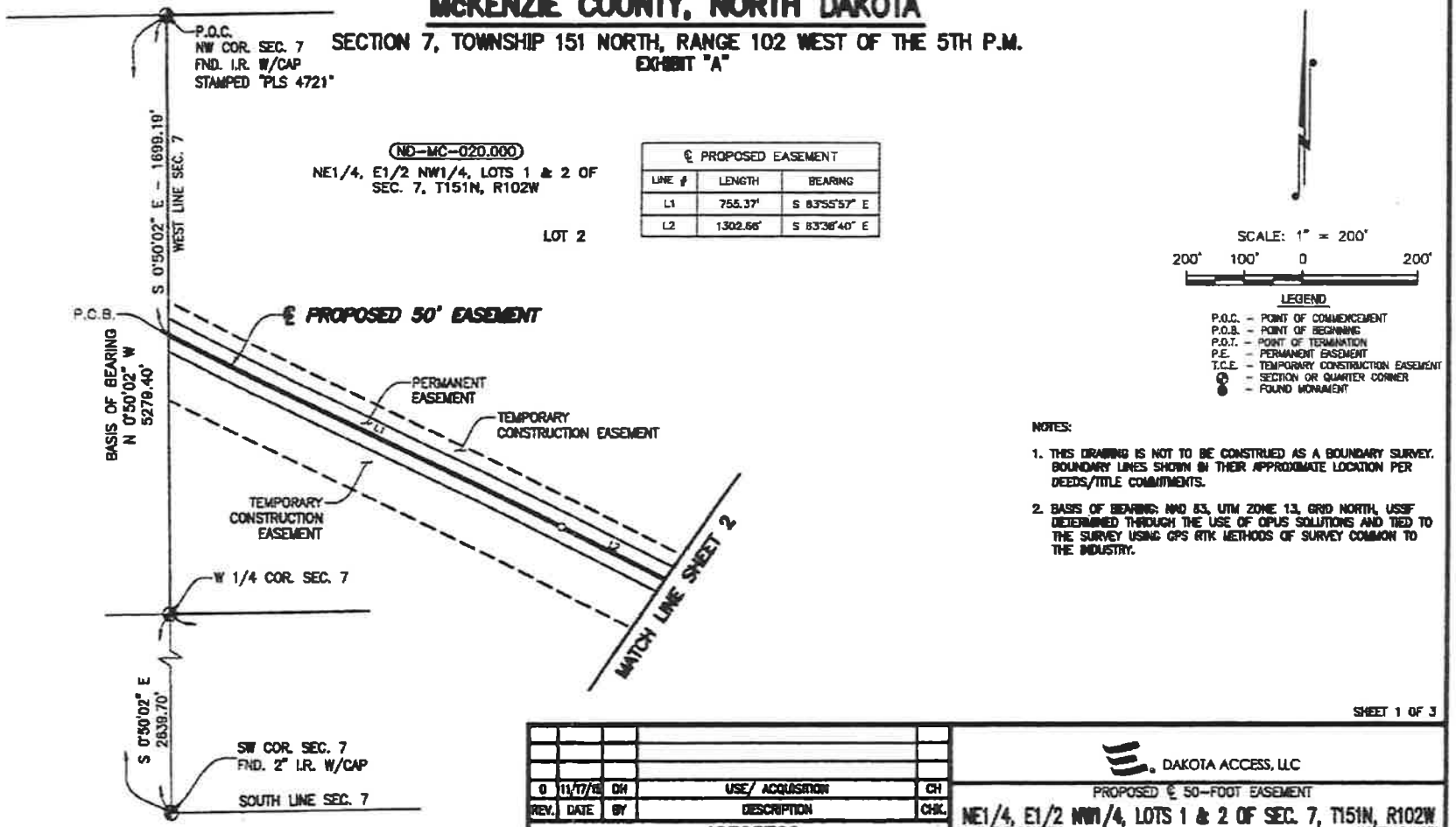
489038

Page 12 of 20

McKENZIE COUNTY, NORTH DAKOTA

SECTION 7, TOWNSHIP 151 NORTH, RANGE 102 WEST OF THE 5TH P.M.

EXHIBIT "A"



ND-MC-020.000

NE1/4, E1/2 NW1/4, LOTS 1 & 2 OF SEC. 7, T151N, R102W

LOT 2

℄ PROPOSED EASEMENT		
LINE #	LENGTH	BEARING
L1	755.37'	S 83°55'57" E
L2	1302.66'	S 83°38'40" E

SCALE: 1" = 200'

200' 100' 0 200'

LEGEND

- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- P.O.T. - POINT OF TERMINATION
- P.E. - PERMANENT EASEMENT
- T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
- ⊕ - SECTION OR QUARTER CORNER
- ● - FOUND MONUMENT

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

SHEET 1 OF 3

LENGTH OF PROPOSED PIPELINE: 2058.03 FEET = 124.73 RODS
PERMANENT EASEMENT: (2.36 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (4.51 AC.)

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/17/15	DH	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 827C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT

NE1/4, E1/2 NW1/4, LOTS 1 & 2 OF SEC. 7, T151N, R102W

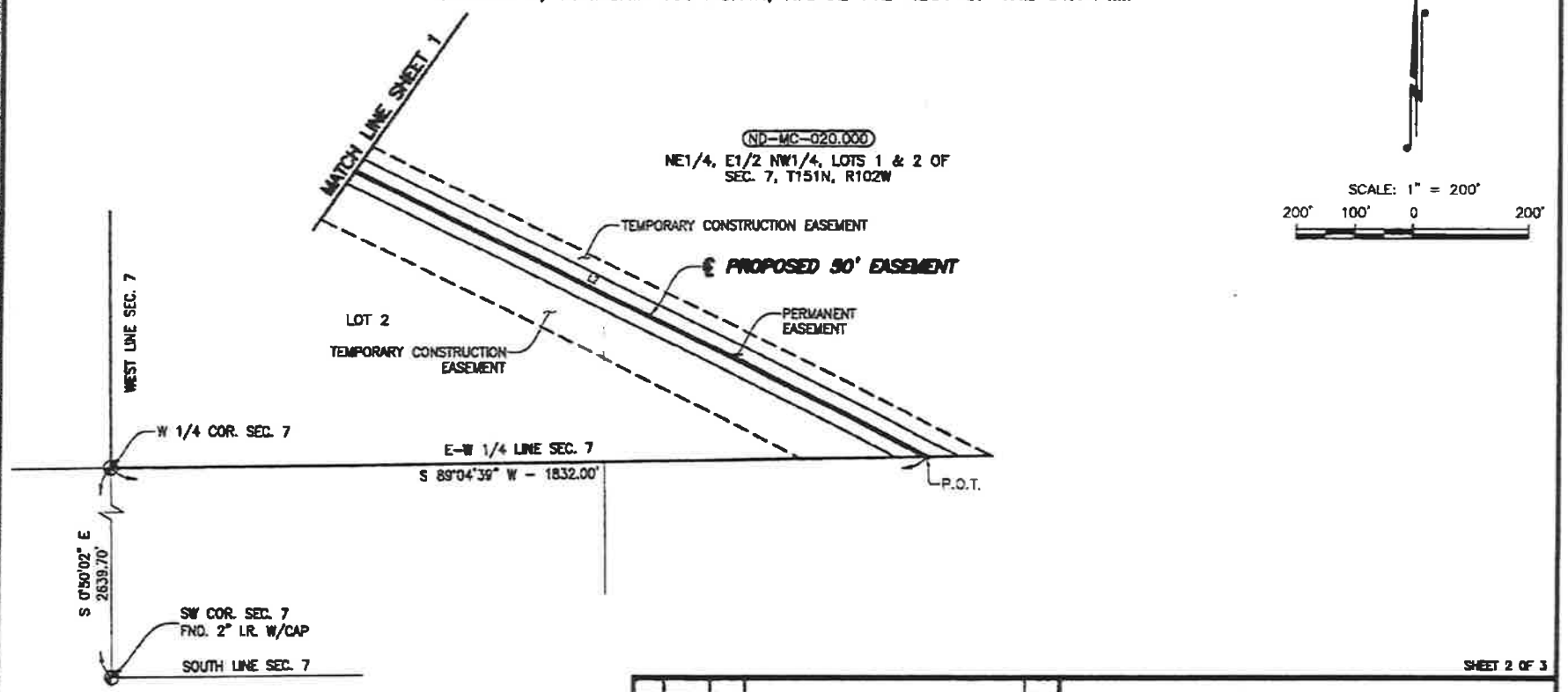
McKENZIE COUNTY NORTH DAKOTA

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CHECKED BY: DH	DATE: 11/17/15		
SCALE: 1" = 200'	APP.: CH		

FILE: \\mustangcorp.com\gbl\VDO\Projects\10395700\DESIGN\CAD\DRAWINGS\04-PROPERTY PLAT\NORTH DAKOTA\MCKENZIE COUNTY\PAPINEAU-ND-MC-020.000.WR.dwg PLOT DATE:

McKENZIE COUNTY, NORTH DAKOTA

SECTION 7, TOWNSHIP 151 NORTH, RANGE 102 WEST OF THE 5TH P.M.



SHEET 2 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/17/15	MM	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6270

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT

NE1/4, E1/2 NW1/4, LOTS 1 & 2 OF SEC. 7, T151N, R102W

McKENZIE COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 11/17/15	DWG. NO. PAPINEAU-ND-MC-020.000.WR	REV. 0
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SCALE: 1" = 200'	APP.: CH		

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McKENZIE COUNTY, NORTH DAKOTA

SECTION 7, TOWNSHIP 151 NORTH, RANGE 102 WEST OF THE 5TH P.M.

Commencing at an Iron Rod with Cap Stamped "PLS 4721" found at the Northwest Section corner of Section 7; thence S00°50'02"E 1699.19 feet along the West line of said Section 7 to the Point of Beginning; thence S63°55'57"E 755.37 feet along the centerline of the permanent easement to a point; thence S63°36'40"E 1302.66 feet to the Point of Termination in the East-West Quarter line of said Section 7 from which a 2" Iron Rod with Cap found at the Southwest corner of said Section 7, bears S89°04'39"W 1832.00 feet and S00°50'02"E 2639.70 feet. Said Permanent Easement contains 2.36 Acres, more or less.

County Recorder
McKenzie County
Watford City ND 58854

489038

SHEET 3 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/17/15	MM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM #27C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
NE1/4, E1/2 NW1/4, LOTS 1 & 2 OF SEC. 7, T151N, R102W
McKENZIE COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 11/17/15	DWG. NO. PAPINEAU-ND-MC-020.000.WR	REV. 0
CHECKED BY: DH	DATE: 11/17/15		
SCALE: N.T.S.	APP.: CH		

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County Recorder
McKenzie County
Watford City ND 58854

489038

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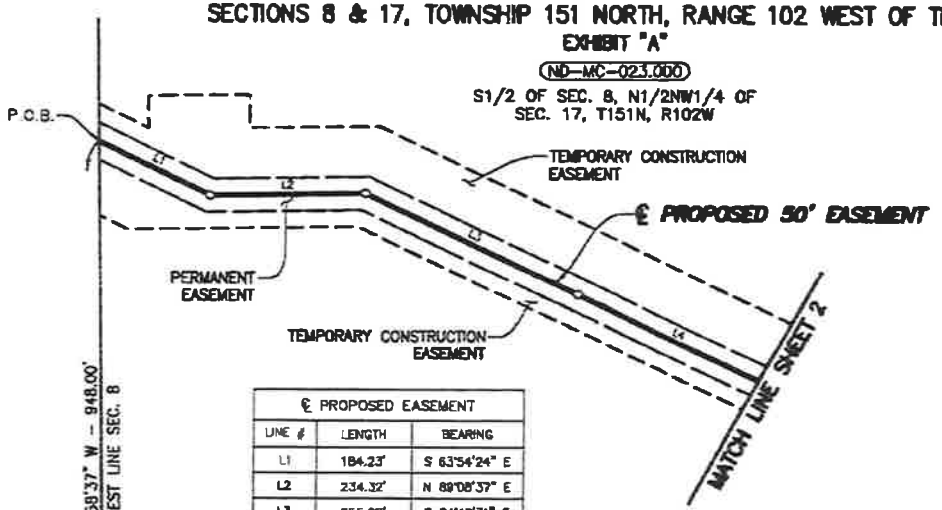
MCKENZIE COUNTY, NORTH DAKOTA

SECTIONS 8 & 17, TOWNSHIP 151 NORTH, RANGE 102 WEST OF THE 5TH P.M.

EXHIBIT "A"

(ND-MC-023.000)

S1/2 OF SEC. 8, N1/2NW1/4 OF SEC. 17, T151N, R102W



℄ PROPOSED EASEMENT		
LINE #	LENGTH	BEARING
L1	184.23'	S 63°54'24" E
L2	234.32'	N 89°08'37" E
L3	355.02'	S 84°42'31" E
L4	2059.61'	S 84°34'37" E
L5	3032.12'	S 84°33'50" E



SCALE: 1"=200'

200' 100' 0 200'

LEGEND

P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
P.E. – PERMANENT EASEMENT
T.C.E. – TEMPORARY CONSTRUCTION EASEMENT
– SECTION OR QUARTER CORNER
– FOUND MONUMENT

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

P.O.C.
SW COR. SEC. 8
FND 2" I.R. W/ CAP

NE COR. SEC. 17
FND 1/2" I.R.

SOUTH LINE SEC. 8
NORTH LINE SEC. 17

BASIS OF BEARING
N 89°03'11" E - 5277.06'

LENGTH OF PROPOSED PIPELINE: 5865.30 FEET = 355.47 RODS
PERMANENT EASEMENT: (8.73 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (13.72 AC.)

SHEET 1 OF 6

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/18/15	OP	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 5270

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
S1/2 OF SEC. 8, N1/2NW1/4, NE1/4 OF SEC. 17, T151N, R102W
MCKENZIE COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 11/18/15	DWG. NO. PAPINEAU ND-MC-023.000/025.000.MR	REV. 0
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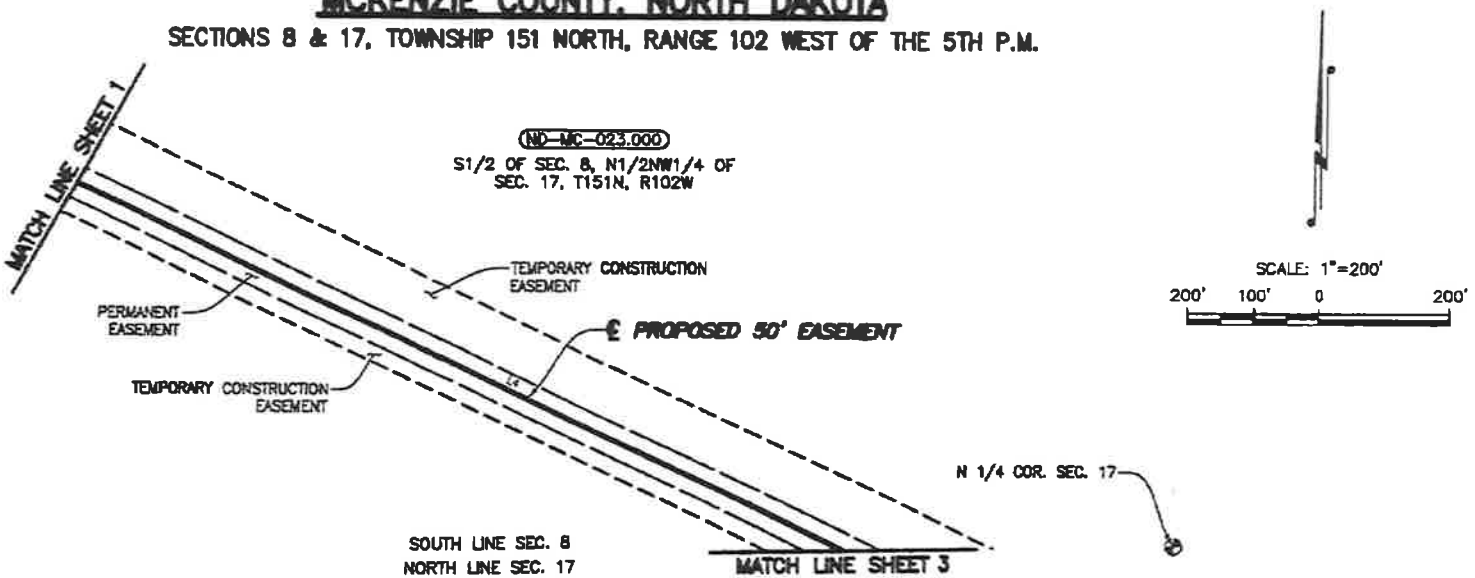
County Recorder
McKenzie County
Watford City ND 58854

439038

Page 16 of 20

MCKENZIE COUNTY, NORTH DAKOTA

SECTIONS 8 & 17, TOWNSHIP 151 NORTH, RANGE 102 WEST OF THE 5TH P.M.



SHEET 2 OF 6

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/18/15	DP	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6276

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
S1/2 OF SEC. 8, N1/2NW1/4, NE1/4 OF SEC. 17, T151N, R102W
MCKENZIE COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 11/18/15	DWG. NO. PAPINEAU ND-MC-023.000/025.000.WR	REV. 0
CHECKED BY: DH	DATE: 11/18/15		
SCALE: 1"=200'	APP.: CH		

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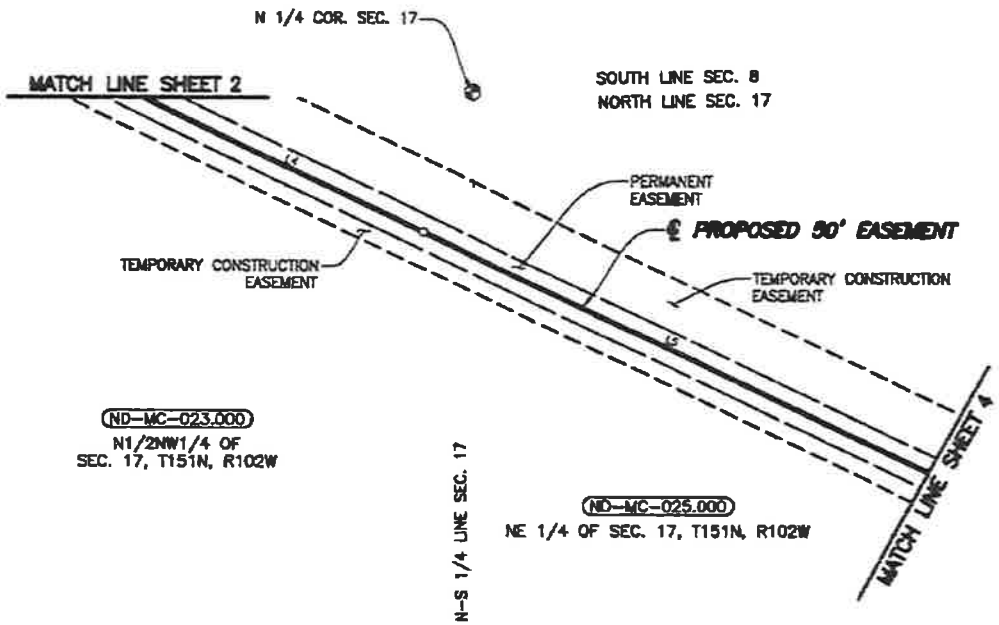
County Recorder
McKenzie County
Watford City ND 58854

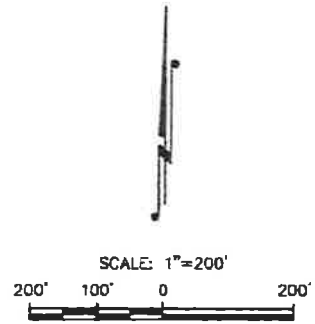
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MCKENZIE COUNTY, NORTH DAKOTA

SECTIONS 8 & 17, TOWNSHIP 151 NORTH, RANGE 102 WEST OF THE 5TH P.M.





SHEET 3 OF 6

REV.	DATE	BY	DESCRIPTION	CHK.
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PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

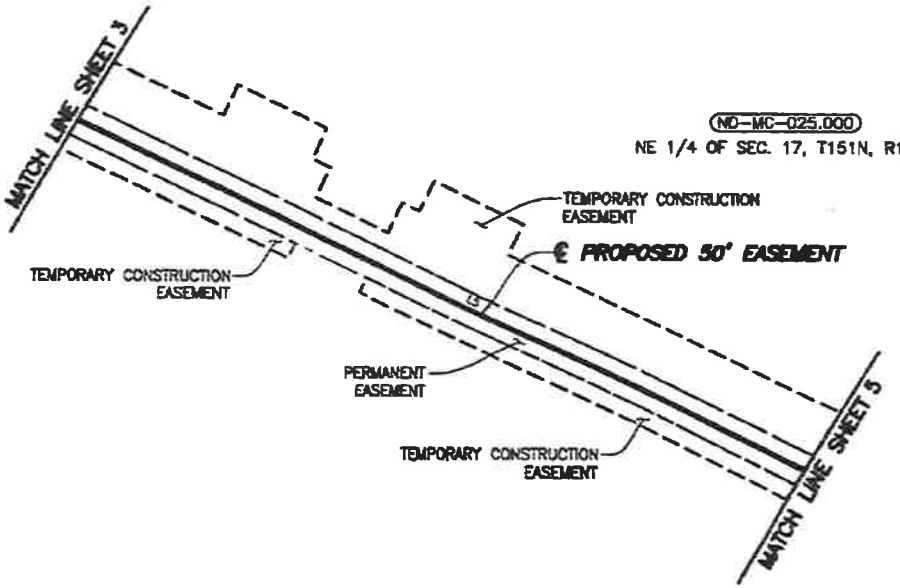
PROPOSED ℄ 50-FOOT EASEMENT
S1/2 OF SEC. 8, N1/2NW1/4, NE1/4 OF SEC. 17, T151N, R102W
MCKENZIE COUNTY NORTH DAKOTA

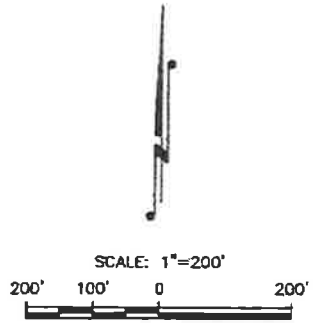
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CHECKED BY: DH	DATE: 11/18/15		
SCALE: 1"=200'	APP.: CH		

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MCKENZIE COUNTY, NORTH DAKOTA

SECTIONS 8 & 17, TOWNSHIP 151 NORTH, RANGE 102 WEST OF THE 5TH P.M.





SHEET 4 OF 6

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/18/15	DP	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 827C

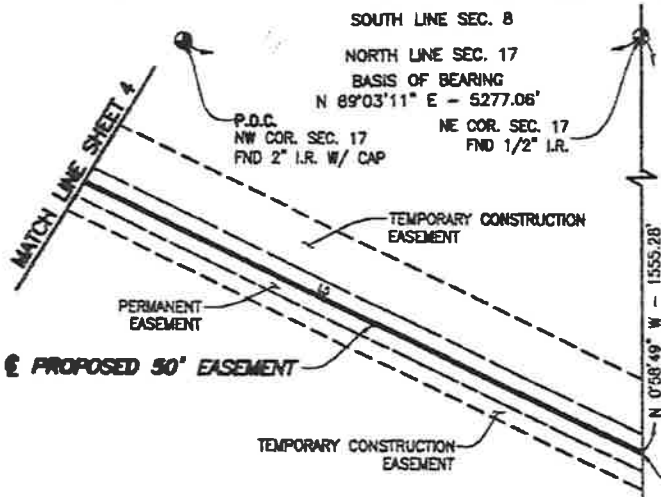
DAKOTA ACCESS, LLC

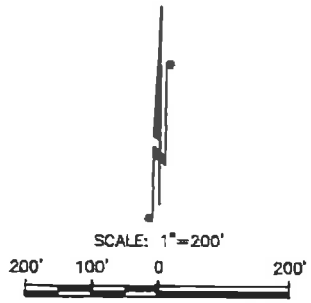
PROPOSED ℄ 50-FOOT EASEMENT
S1/2 OF SEC. 8, N1/2NW1/4, NE1/4 OF SEC. 17, T151N, R102W
MCKENZIE COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 11/18/15	DWG. NO. PAPINEAU ND-MC-023.000/025.000.WR	REV. 0
CHECKED BY: DH	DATE: 11/18/15		
SCALE: 1"=200'	APP.: CH		

MCKENZIE COUNTY, NORTH DAKOTA

SECTIONS 8 & 17, TOWNSHIP 151 NORTH, RANGE 102 WEST OF THE 5TH P.M.





(ND-MC-025.000)
NE 1/4 OF SEC. 17, T151N, R102W

SHEET 5 OF 6

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/18/15	OP	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 827C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
S1/2 OF SEC. 8, N1/2NW1/4, NE1/4 OF SEC. 17, T151N, R102W
MCKENZIE COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 11/18/15	DWG. NO. PAPINEAU ND-MC-023.000/025.000.MR	REV. 0
CHECKED BY: DH	DATE: 11/18/15		
SCALE: 1"=200'	APP.: CH		

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MCKENZIE COUNTY, NORTH DAKOTA

SECTIONS 8 & 17, TOWNSHIP 151 NORTH, RANGE 102 WEST OF THE 5TH P.M.

Commencing at an 2 inch Iron Rod with Cap found at the Southwest Section corner of Section 8; thence N00°58'37"W 948.00 feet along the West line of said Section 8 to the Point of Beginning; thence S63°54'24"E 184.23 feet along the centerline of the permanent easement to a point; thence N89°08'37"E 234.32 feet to a point; thence S64°42'31"E 355.02 feet to a point; thence S64°34'37"E 2059.61 feet to a point; thence S64°33'50"E 3032.12 feet to the Point of Termination in the East Section line of Section 17 from which a 1/2 inch Iron Rod found at the Northeast Section corner of Section 17, bears N00°58'49"W 1555.28 feet. Said Permanent Easement contains 6.73 Acres, more or less.

County Recorder 489038
McKenzie County
Watford City ND 58854 Page 20 of 20
COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded, 489038
Ann M Johnsrud, County Recorder Fee $67.00
By [signature] Jan 22, 2016 02:42 PM

COUNTY RECORDER'S SEAL
McKENZIE COUNTY
STATE OF NORTH DAKOTA

SHEET 8 OF 8

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/18/15	MM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 827C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
S1/2 OF SEC. 8, N1/2NW1/4, NE1/4 OF SEC. 17, T151N, R102W
MCKENZIE COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 11/18/15	DWG. NO. PAPINEAU ND-MC-023.000/025.000.WR	REV. 0
CHECKED BY: DH	DATE: 11/18/15		
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AMENDMENT TO EASEMENT AGREEMENT

490173

Return to:
CONTRACT LAND STAFF
1100 WEISS AVENUE
BISMARCK ND 58503

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 5

STATE OF NORTH DAKOTA)

COUNTY OF McKENZIE)

THIS AGREEMENT, made and entered into as of this 25th day of January, 2016, by and between DAKOTA ACCESS, LLC, (hereinafter referred to as "Grantee") and ROMO BROTHERS, a co-partnership, hereinafter referred to as "Grantor" whether one or more.

WITNESSETH:

WHEREAS, by instrument dated April 28, 2015, recorded under Document # 483148 of the Official Records of the County Recorder of McKenzie County, North Dakota, Grantor granted to Grantee, an easement (the "Easement") on, over and across certain lands in McKenzie County, North Dakota for the right to lay, maintain, operate, replace, repair and remove one pipeline only within a fifty foot easement for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof; and

WHEREAS, Grantor and Grantee desire to amend language in the Easement pertaining to the construction commencement date and location of the pipeline.

NOW, THEREFORE, for and in consideration of $10.00 and other good and valuable consideration, Grantor hereby agrees that paragraphs 1.a and 1.c. of the Easement shall be amended by deleting the same in their entirety and replacing same with the following, to-wit:

> "a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; however, Grantee will locate the Pipeline Easement to the extent reasonably practical along the existing pipeline easement that is proximately adjacent to the route of the centerline of the pipeline as shown on the attached Exhibit A, but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width."
>
> "c. Grantee agrees to commence construction of its pipeline no later than five (5) years from April 28, 2015; failure to so commence construction of the pipeline will result in easement termination unless the parties renegotiate the terms prior to the date of termination."

Except as amended herein, the Agreements shall remain in full force and effect as written.

61

IN WITNESS WHEREOF, this instrument is duly executed this 25 day of January, 2016.

GRANTOR:

ROMO BROTHERS, a co-partnership

By: Leland Romo
Leland Romo

By: Dale Romo
Dale Romo

By: Alan Romo
Alan Romo

By: Lawrence Romo
Lawrence Romo

GRANTEE:

DAKOTA ACCESS, LLC

By: _____
Robert R. Rose
Vice President – Land & Right of Way

STATE OF Montana)
)SS
COUNTY OF Richland)

The foregoing instrument was acknowledged before me on this 25 day of January, 2016 by _____.

BRENDA KROGEDAL
NOTARY PUBLIC for the
State of Montana
Residing at Sidney, Montana
My Commission Expires
June 21, 2017

Brenda Krogedal
Notary Public
My Commission Expires _____

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 201__ by _____.

(S E A L)

_____
Notary Public
My Commission Expires _____

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 201__ by _____.

(S E A L)

_____
Notary Public
My Commission Expires _____

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 201__ by _____.

(S E A L)

_____
Notary Public
My Commission Expires _____

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 28th day of January, 2016 by Robert R. Rose, Vice President – Land and Right of Way of Dakota Access, LLC, a Delaware limited liability company.

(S E A L)

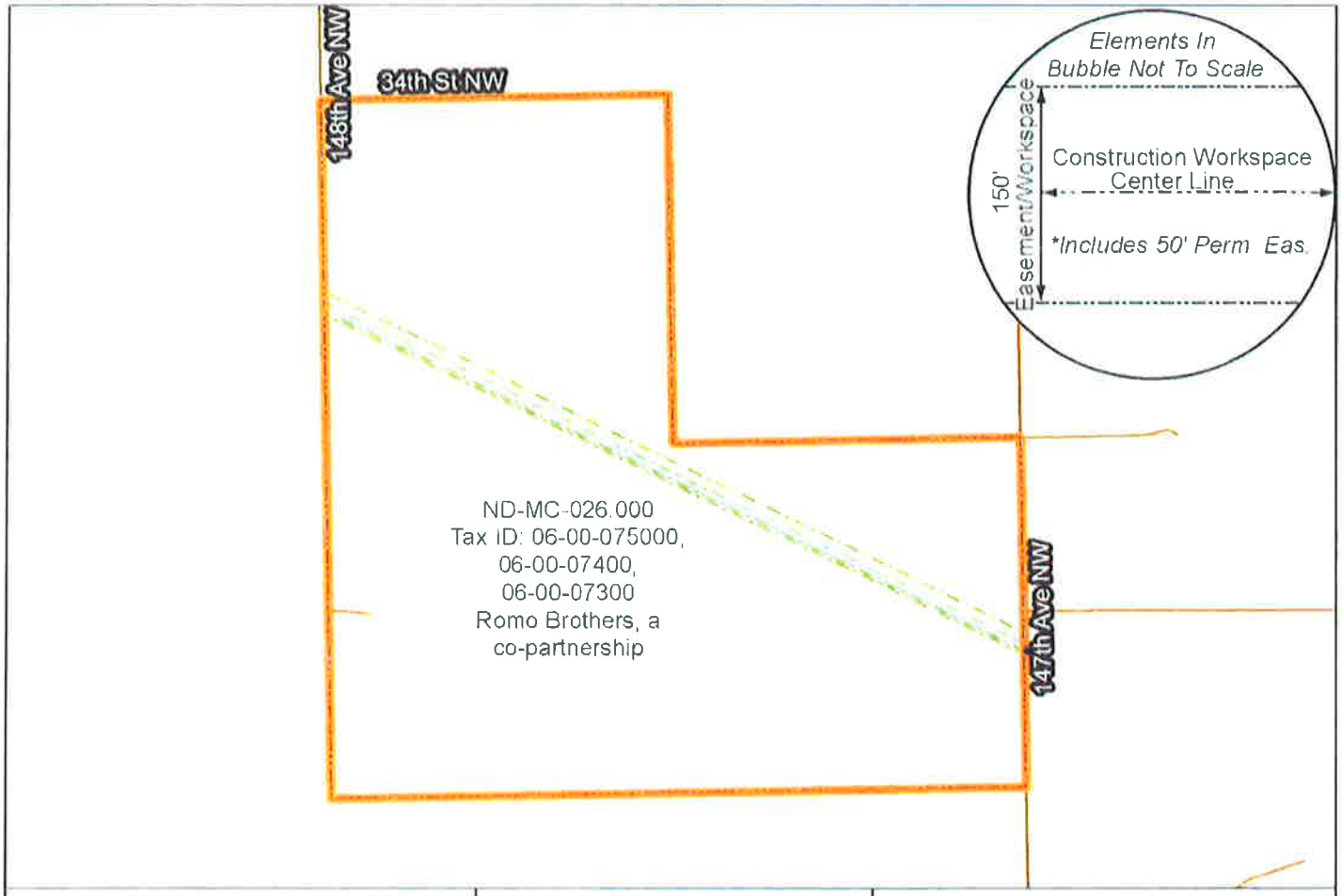
DONNA WALTERS
Notary Public, State of Texas
Comm. Expires 03-04-2020
Notary ID 2342771

Donna Walters
Notary Public
My Commission Expires _____

Exhibit A

MCKENZIE COUNTY, ND

S016-R102W-T151N



ROW Length: 5909 78 Ft = 358 17 Rods
Proposed Permanent Easement: 6 78 Ac.
Temp Easement/ Workspace 13 57 Ac.
Add Temp Easement/ Workspace: 0 Ac

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 1,000 2,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Romo Brothers, a co-partnership

Tract No.: ND-MC-026 000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement

AR DR LR JR

Landowner Initials

Date Exported: Monday, December 14, 2015 3:53:58 PM

490173

County Recorder

McKenzie County
Watford City ND 58854

COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded, 490173

Ann M Johnsrud, County Recorder Fee $22.00

By Alecia Madsen, Deputy Mar 01, 2016 09:12 AM

COUNTY RECORDER
McKENZIE COUNTY
STATE OF NORTH DAKOTA

Return to:

CONTRACT LAND STAFF
1100 WEISS AVENUE

BISMARCK ND 58503

490176

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 10

COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded, 490176

Ann M Johnsrud, County Recorder Fee $40.00

By Alecia Madsen, Deputy Mar 01, 2016 09:12 AM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-029.000
PARCEL ID: 06-11-06600
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated February 8th, 2016, is between **Nancy Obritsch and Carol Flaa, as trustees of the Joseph L. Lech and Elizabeth A. Lech April 17, 2012 Irrevocable Trust, Life Estate terminating upon the death of Joseph L. Lech and Elizabeth A. Lech, Carol Flaa, Nancy Obritsch, Kevin Lech, Tamara Lofrano and Daniel Lech, Remaindermen**, whose mailing address is **108 Crestview Drive, Watford City, ND 58854** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, being situated in the SW¼, Section 15, Township 151 North, Range 102 West, McKenzie County, North Dakota, more particularly described in that Warranty Deed, dated December 02, 2003, from Betty A. Lech and Joseph L. Lech, wife and husband, to Carol Flaa, Nancy Obritsch, Kevin Lech, Tammy Lofrano, Daniel Lech, as tenants in common, recorded as Document Number 346824, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyance heretofore made.

Reference is here made to that certain Right of Way and Easement Agreement dated April 30, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in McKenzie County, North Dakota, such Prior Easement being filed of record as file number 483156, of the Deed Records of McKenzie County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the

41.0 MC CF

recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses,

provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 8th day of February, 2016.

GRANTOR:

Nancy Obritsch

Nancy Obritsch, Trustee and Remainderman
of the Joseph L. Lech and Elizabeth A. Lech
April 17, 2012 Irrevocable Trust, Life Estate

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Morton)

BEFORE ME, the undersigned authority, on this day personally appeared Nancy Obritsch, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8th day of February, 2016.

Daniel Wells

Notary Public

DANIEL WELLS
Notary Public
State of North Dakota
My Commission Expires Sept. 02, 2020

My Commission Expires: 09/02/2020

EXECUTED this 8th day of February, 2016.

GRANTOR:

Carol Flaa

Carol Flaa, Trustee and Remainderman of the Joseph L. Lech and Elizabeth A. Lech April 17, 2012 Irrevocable Trust, Life Estate

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Morton)

BEFORE ME, the undersigned authority, on this day personally appeared Carol Flaa, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8th day of February, 2016.

Notary Public

My Commission Expires: 09/02/2020

DANIEL WELLS
Notary Public
State of North Dakota
My Commission Expires Sept. 02, 2020

EXECUTED this 8th day of February, 2016.

GRANTOR:

Kevin Lech, Remainderman

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Morton)

BEFORE ME, the undersigned authority, on this day personally appeared Kevin Lech, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8th day of February, 2016.

Notary Public

My Commission Expires: 09/02/2020

DANIEL WELLS
Notary Public
State of North Dakota
My Commission Expires Sept. 02, 2020

EXECUTED this 12 day of February, 2016.

GRANTOR:

Tamara Lofrano, Remainderman

ACKNOWLEDGMENT

State of Minnesota)
)ss
County of Hennepin)

BEFORE ME, the undersigned authority, on this day personally appeared Tamara Lofrano, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 12th day of February, 2016.

Notary Public

My Commission Expires: Jan 31, 2020

JULIE A. STEVERMER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan 31, 2020

County Recorder
McKenzie County
Watford City ND 58854

490176

Page 8 of 10

EXECUTED this 12th day of February, 2016.

GRANTOR:

Daniel Lech, Remainderman

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Cass)

BEFORE ME, the undersigned authority, on this day personally appeared Daniel Lech, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 12th day of February, 2016.

SARAH J. S. FLORES
Notary Public
State of North Dakota
My Commission Expires Aug. 10, 2016

Sarah J.S. Flores
Notary Public

My Commission Expires: Aug 10, 2016

County Recorder
McKenzie County
Watford City ND 58854

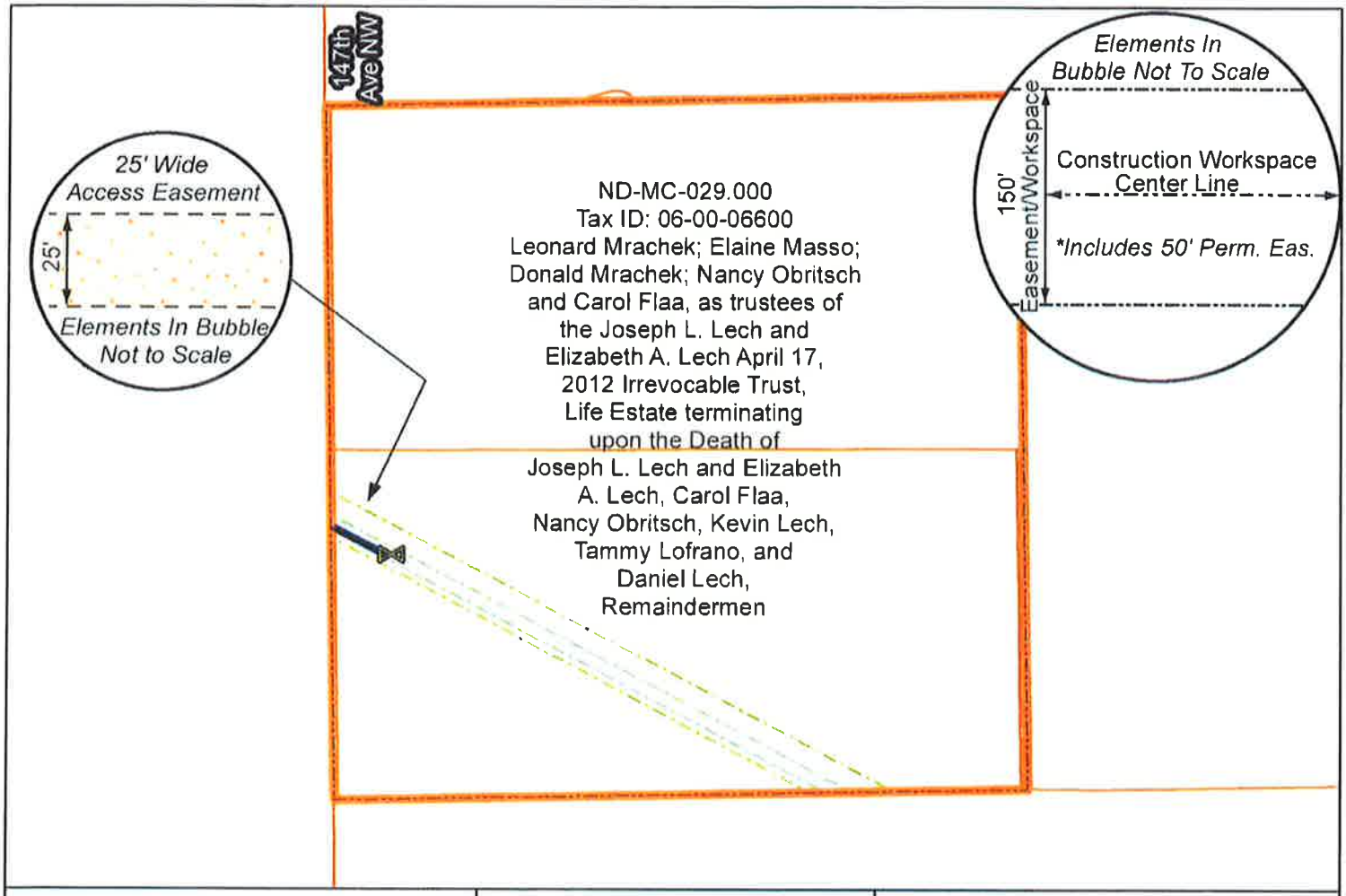
490176

Page 9 of 10

Exhibit A

MCKENZIE COUNTY, ND

S015-R102W-T151N



ROW Length: 2187.63 Ft. = 132.58 Rods
Proposed Permanent Easement: 2.51 Ac.
Temp Easement/ Workspace: 5.23 Ac.
Add Temp Easement/ Workspace: 0 Ac.
50' Wide Access Easement Ln: 194.43 Ft.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — Feet — 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Leonard Mrachek; Elaine Masso; Donald Mrachek; Nancy Obritsch and Carol Flaa,

Tract No.: ND-MC-029.000

- Mainline Valve Site
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

11.0. MC CF

Landowner Initials

Date Exported: Monday, December 14, 2015 3:56:09 PM

Return to:
CONTRACT LAND STAFF
1100 WEISS AVENUE

BISMARCK ND 58503

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 9

490113

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-029.000
PARCEL ID: 06-11-06600
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated January 15th, 2016, is between **Leonard Mrachek; Elaine Masso; Donald Mrachek; Nancy Obritsch and Carol Flaa, as trustees of the Joseph L. Lech and Elizabeth A. Lech April 17, 2012 Irrevocable Trust, Life Estate terminating upon the death of Joseph L. Lech and Elizabeth A. Lech, Carol Flaa, Nancy Obritsch, Kevin Lech, Tammy Lofrano and Daniel Lech, Remaindermen**, whose mailing address is **108 Crestview Drive, Watford City, ND 58854** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, being situated in the SW¼, Section 15, Township 151 North, Range 102 West, McKenzie County, North Dakota, more particularly described in that Warranty Deed, dated December 02, 2003, from Betty A. Lech and Joseph L. Lech, wife and husband, to Carol Flaa, Nancy Obritsch, Kevin Lech, Tammy Lofrano, Daniel Lech, as tenants in common, recorded as Document Number 346824, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyance heretofore made.
Reference is here made to that certain Right of Way and Easement Agreement dated April 30, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in McKenzie County, North Dakota, such Prior Easement being filed of record as file number 483156, of the Deed Records of McKenzie County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the

recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses,

County Recorder
McKenzie County
Watford City ND 58854

45010

provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 25TH day of JANUARY, 2016.

GRANTOR:

Leonard Mrachek

ACKNOWLEDGMENT

State of FLORIDA)
)ss
County of LEE)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 25TH day of JANUARY, 2016.

BETTY LOU ALVES
Notary Public - State of Florida
My Comm. Expires Apr 24, 2017
Commission # FF 011893
Bonded Through National Notary Assn.

Notary Public

My Commission Expires: April 24, 2017

County Recorder
McKenzie County
Watford City ND 58854

490175

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EXECUTED this 28 day of January, 2016.

GRANTOR:

Elaine Masso

Elaine Masso

ACKNOWLEDGMENT

State of FLORIDA)
)ss
County of PALM BEACH)

BEFORE ME, the undersigned authority, on this day personally appeared ELAINE MASSO, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 08 day of JANUARY, 2016.

GABRIELA MONTALVO
Notary Public, State of Florida
Commission# FF 135310
My comm. expires June 23, 2018

Notary Public

My Commission Expires: June 23, 2018

EXECUTED this 15TH day of January, ~~2015~~ 2016 (cl)

GRANTOR:

Donald Mrachek

Donald Mrachek

ACKNOWLEDGMENT

State of N. Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Donald Mrachek, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15TH day of January, ~~2015~~ 2016 (cl)

Sharon Starks

Notary Public

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

My Commission Expires: 12/30/20

County Recorder
McKenzie County
Watford City ND 58854

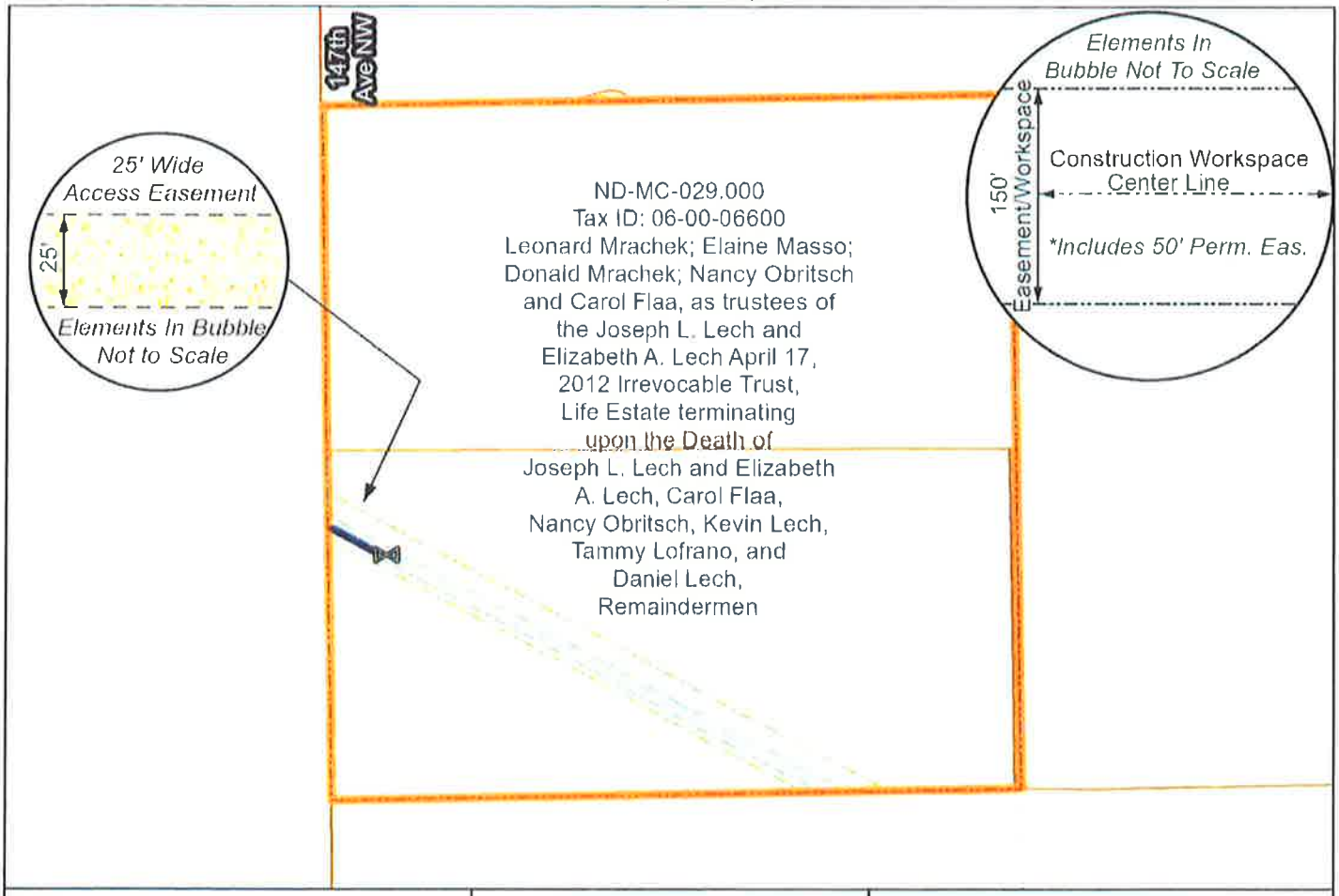
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Exhibit A

MCKENZIE COUNTY, ND

S015-R102W-T151N



ROW Length: 2187.63 Ft. = 132 58 Rods
Proposed Permanent Easement: 2.51 Ac.
Temp Easement/ Workspace: 5.23 Ac.
Add Temp Easement/ Workspace: 0 Ac.
50' Wide Access Easement Ln: 194.43 Ft.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Leonard Mrachek; Elaine Masso; Donald Mrachek; Nancy Obritsch and Carol Flaa,

Tract No.: ND-MC-029.000

- Mainline Valve Site
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Monday, December 14, 2015 3:56:09 PM

490175

County Recorder
McKenzie County
Watford City ND 58854

COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded, 490175

Ann M Johnsrud, County Recorder Fee $34.00

By Alicia Madsen, Deputy Mar 01, 2016 09:12 AM

Return to:

CONTRACT LAND STAFF LLC
1100 WEISS AVENUE

BISMARCK ND 58503

489040

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 7

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-030.000
PARCEL ID: 60009800
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated January 06, 2016 (2015), is between **RDDR Farm, LLP**, whose mailing address is **1508 Rose Lane, Williston, ND 58801** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 111.09 acres of land, more or less, being Parcel 1: The Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Parcel 2: The North Half of the Northwest Quarter (N1/2NW1/4), less IT #1985 in the West Half of the Northwest Quarter (W1/2NW1/4) , All in Section Twenty-two (22), Township One Hundred Fifty-one (151) North, Range One Hundred-two (102) West of the 5th P.M., more particularly described Quit Claim Deed dated December 10th, 2011 from Dorothy Monger, a married person, Delores Rod, a married person, Rose Hollan, a single person, and Raymond Mrachek, a married man unto RDDR Farm, LLP, recorded as Document #429854, office of County Recorder, of McKenzie County, North Dakota, less and except any conveyances heretofore for made.

Reference is here made to that certain Right of Way and Easement Agreement dated February 7, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in McKenzie County, North Dakota, such Prior Easement being filed of record as file number 480082, of the Deed Records of McKenzie County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the

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recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses,

provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

RM

EXECUTED this 6TH day of January, 2015 (2016)

GRANTOR:
RDDR Farm, LLP

BY: Co. Gen Mgr

ACKNOWLEDGMENT

State of N. Dakota)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Raymond Trachsler known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6TH day of January, 2015 2016 (SS)

Notary Public

My Commission Expires: 12/30/20

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

County Recorder
McKenzie County
Watford City ND 58854

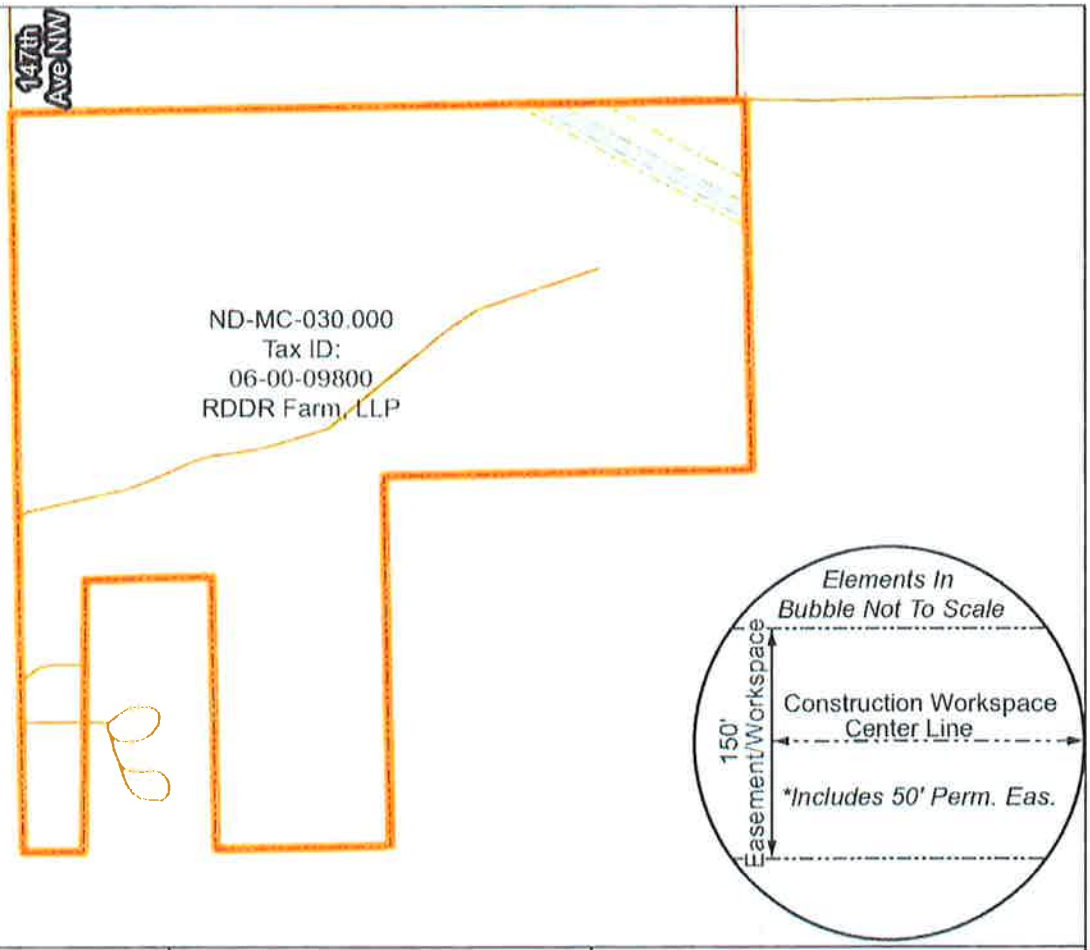
489040

Page 5 of 7

Exhibit A

MCKENZIE COUNTY, ND

S022-R102W-T151N



ROW Length: 824 59 Ft. = 49 97 Rods
Proposed Permanent Easement: 0.95 Ac.
Temp Easement/ Workspace: 1.69 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
RDDR Farm, LLP

Tract No.: ND-MC-030.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

RM
Landowner Initials

Date Exported: Monday, December 14, 2015 3:34:40 PM

Return to:

CONTRACT LAND STAFF LLC
1100 WEISS AVENUE

BISMARCK ND 58503

489039

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 7

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-031.000
PARCEL ID: 060010200
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated January 06, 2016 (2015), is between **RDDR Farm, LLP**, whose mailing address is **1508 Rose Lane, Williston, ND 58801** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 120 acres of land, more or less, being Parcel 1: The Southeast Quarter of the Northwest Quarter (SE1/4NW1/4), Parcel 2: The West Half of the Northeast Quarter (W1/2NE1/4) All in Section Twenty-two (22), Township One Hundred Fifty-one (151) North, Range One Hundred-two (102) West of the 5th P.M., more particularly described in Quit Claim Deed dated December 10th, 2011 from Dorothy Monger, a married person, Delores Rod, a married person, Rose Hollan, a single person, and Raymond Mrachek, a married man unto RDDR Farm, LLP, recorded as Document #429854, office of County Recorder, of McKenzie County, North Dakota, less and except any conveyances heretofore for made.

Reference is here made to that certain Right of Way and Easement Agreement dated February 7, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in McKenzie County, North Dakota, such Prior Easement being filed of record as file number 480083, of the Deed Records of McKenzie County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the

Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 6th day of January 2016 (SR) 2015.

GRANTOR:
RDDR Farm, LLP

BY: Raymond Mrachek Pa. Gen. Mgr.

ACKNOWLEDGMENT

State of N. Dakota)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Raymond Mrachek known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th day of January, 2015 2016 (SR)

Sharon Starks
Notary Public

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

My Commission Expires: 12/30/20

County Recorder
McKenzie County
Watford City ND 58854

489039

Page 5 of 7

Exhibit A

MCKENZIE COUNTY, ND

S022-R102W-T151N



ROW Length: 1519.19 Ft. = 92.07 Rods
Proposed Permanent Easement: 1.74 Ac.
Temp Easement/ Workspace: 3.49 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
RDDR Farm, LLP

Tract No.: ND-MC-031.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

KM
Landowner Initials

Date Exported: Monday, December 14, 2015 3:33:22 PM

Return to:
CONTRACT LAND STAFF
1100 WEISS AVENUE

BISMARCK ND 58503

490174

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 9

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-032.000, 033.000
PARCEL ID: 06-00-10100, 06-00-11050
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated January 28, 2016, is between **Edward Mrachek and Rebecca Mrachek, husband and wife, as joint tenants,** whose mailing address is **P.O. Box 143, Alexander, ND 58831** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, situated in the East Half of the Northeast Quarter (E1/2NE1/4) of Section Twenty-two (22) and the West Half of the Northwest Quarter (W1/2NW1/4), all in Township One Hundred Fifty-one (151) North, Range One Hundred-two (102) West of the 5th P.M., more particularly described in Quit Claim Deed dated February 21st, 2006 from Edward Mrachek and Rebecca Mrachek, husband and wife unto Edward Mrachek and Rebecca Mrachek, husband and wife, as joint tenants, recorded as Document #361498, office of County Recorder, of McKenzie County, North Dakota, less and except any conveyances heretofore for made.

Reference is here made to that certain Right of Way and Easement Agreement dated February 7, 2015 (the "Prior Easement") by and between Grantor and Grantee relating to a pipeline easement over and across Grantor's property located in McKenzie County, North Dakota, such Prior Easement being filed of record as file number 480763, of the Deed Records of McKenzie County, North Dakota. Grantor and Grantee hereby agree that simultaneously with the recordation of this Easement Agreement by Dakota Access, LLC, this Easement Agreement shall replace the Prior Easement and the Prior Easement shall be automatically terminated and of no further force and effect.

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Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

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4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the

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Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EM
PM

EXECUTED this 28TH day of January, 2016.

GRANTOR:

Edward Mrachek

Edward Mrachek

ACKNOWLEDGMENT

State of N. Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Edward Mrachek, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28TH day of January, 2016.

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

Sharon Starks

Notary Public

My Commission Expires: 12/30/20

County Recorder
McKenzie County
Watford City ND 58854

490174

Page 5 of 9

EM
RM

EXECUTED this 28TH day of January, 2016.

GRANTOR:

Rebecca Mrachek
Rebecca Mrachek

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Rebecca Mrachek, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28TH day of January, 2016.

Sharon Starks
Notary Public

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

My Commission Expires: 12/30/20

County Recorder
McKenzie County
Watford City ND 58854

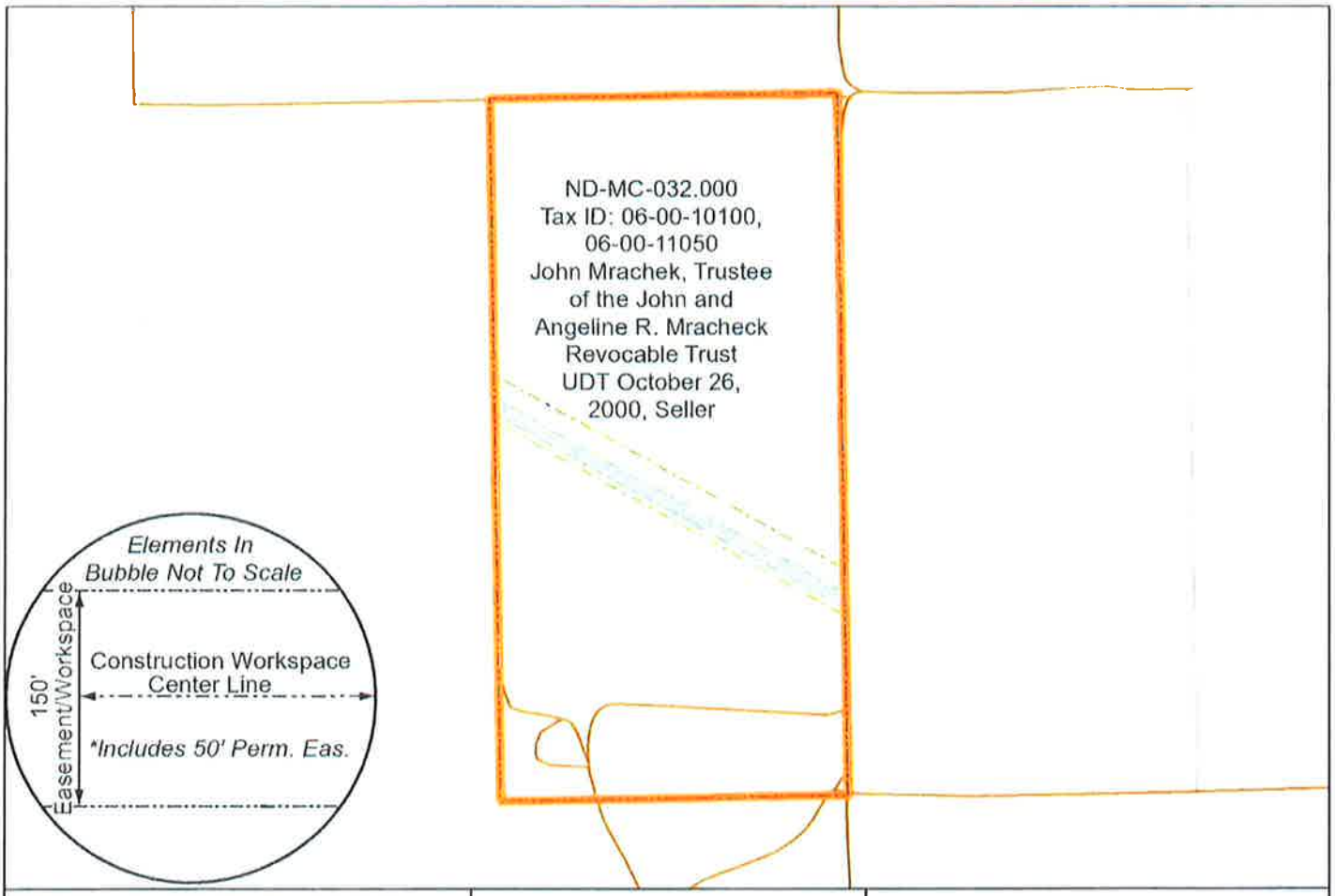
490174

Page 6 of 9

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Exhibit A

MCKENZIE COUNTY, ND
S022-R102W-T151N



ROW Length: 1517.35 Ft. = 91.96 Rods
Proposed Permanent Easement: 1.74 Ac.
Temp Easement/ Workspace: 3.48 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
John Mrachek, Trustee of the John and Angeline R. Mracheck Revocable Trust

Tract No.: ND-MC-032.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

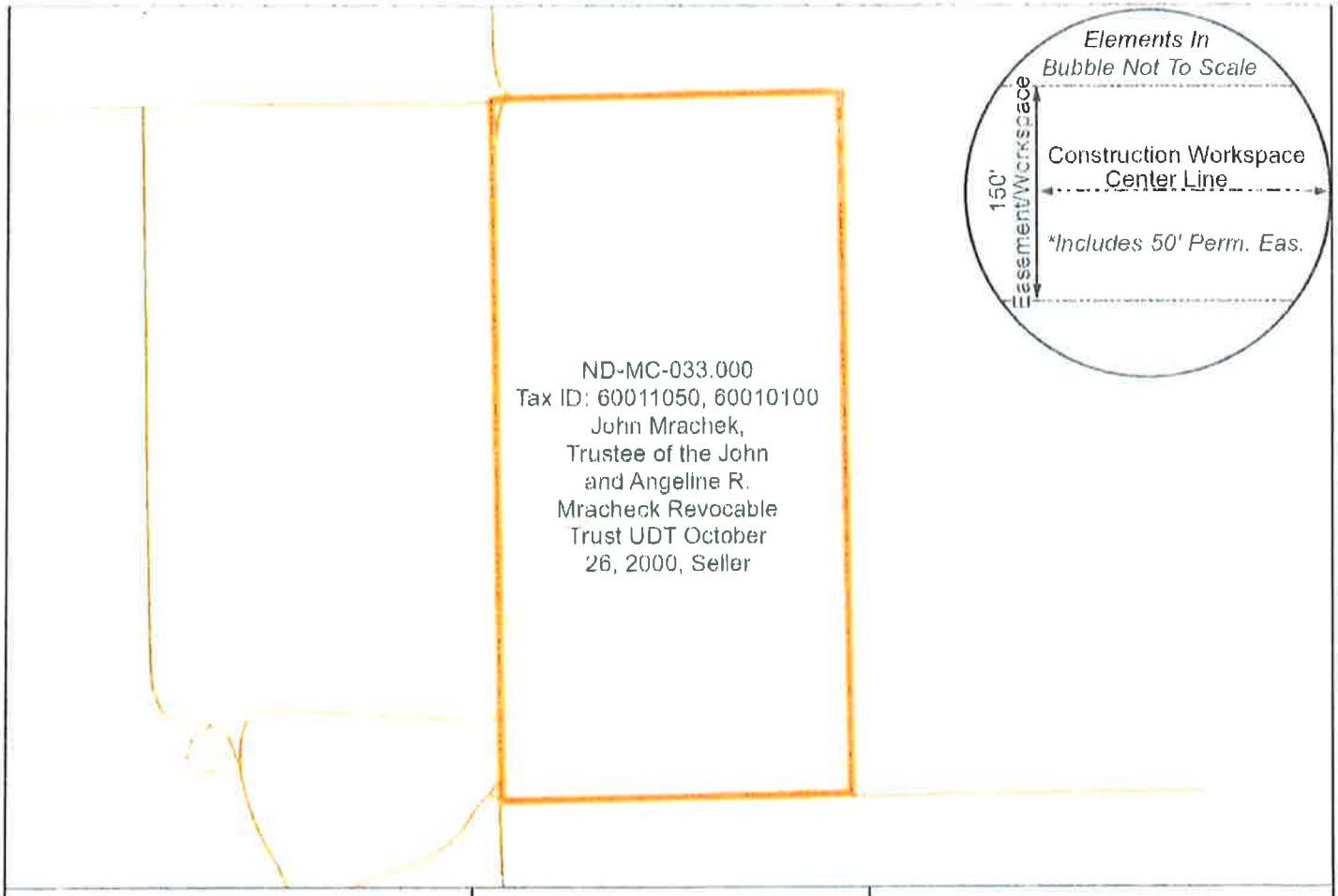
EM RM
Landowner Initials

Date Exported: Monday, December 14, 2015 3:27:17 PM

Exhibit A

MCKENZIE COUNTY, ND

S023-R102W-T151N



ROW Length: 1474.34 Ft. = 89.35 Rods
Proposed Permanent Easement: 1.69 Ac.
Temp Easement/ Workspace: 3.41 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
John Mrachek, Trustee of the John and Angeline R. Mracheck Revocable Trust

Tract No.: ND-MC-033.000

Property Boundaries

Proposed Permanent Easement

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

EM RM

Landowner Initials

Date Exported: Monday, December 14, 2015 3:25:58 PM

County Recorder

McKenzie County
Watford City ND 58854

490174

Page 9 of 9



COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded, 490174

Ann M Johnsrud, County Recorder Fee $34.00

By Alicia Madsen, Deputy Mar 01, 2016 09:12 AM

AMENDMENT TO EASEMENT AGREEMENT

Return to:
CONTRACT LAND STAFF
1100 WEISS AVENUE
BISMARCK ND 58503

490171

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 5

THE STATE OF NORTH DAKOTA)

COUNTY OF McKENZIE)

THIS AGREEMENT, made and entered into as of this 3rd day of Feb, 2016, by and between DAKOTA ACCESS, LLC, (hereinafter referred to as "Grantee"), and Timothy P. Taylor and Kent S. Taylor, hereinafter referred to as "Grantor" whether one or more.

WITNESSETH:

WHEREAS, by instrument dated September 11, 2015 recorded under document number 486367 of the County Recorder Records of McKenzie County, North Dakota, Grantor granted to Grantee, an easement (the "Easement") on, over and across certain lands in McKenzie County, North Dakota for the right to lay, maintain, operate, replace, repair and remove one pipeline only within a fifty foot easement for the transportation of gas and/or liquid hydrocarbons, and substances produced therefrom; and

WHEREAS, Grantor and Grantee have agreed to a change in the location of the pipeline and desire to amend language in the Easement pertaining to such change.

NOW, THEREFORE, for and in consideration of $10.00 and other good and valuable consideration, Grantor and Grantee hereby agree to amend the Easement by deleting therefrom the Exhibit A attached thereto and substituting therefor the Exhibit A attached hereto which shows the relocated location of the pipeline easement. The parties further agree that within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, or to amend this Agreement to include such new Exhibit A-1, and to record or re-record such affidavit, or amendment with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, or recorded amendment.

Except as amended herein, the Agreements shall remain in full force and effect as written.

12

IN WITNESS WHEREOF, this instrument is duly executed this 3rd day of February, 2016.

GRANTOR:

Timothy P. Taylor

GRANTOR:

Kent S. Taylor

GRANTEE:

DAKOTA ACCESS, LLC

By: _____

PRINTED NAME: Robert R. Rose

TITLE: Vice President – Land & Right of Way

County Recorder
McKenzie County
Watford City ND 58854

490171

Page 2 of 5

STATE OF NORTH DAKOTA)
)SS
COUNTY OF Mckenzie)

The foregoing instrument was acknowledged before me on this 3 day of February, 2016 by Kent Taylor.

(SEAL) JULIE M DIMEO
Notary Public
State of North Dakota
My Commission Expires November 9, 2016

Julie M Dimeo
Notary Public
My Commission Expires 11-9-16

STATE OF NORTH DAKOTA)
)SS
COUNTY OF Mckenzie)

The foregoing instrument was acknowledged before me on this 12 day of February, 2016 by Timothy P. Taylor.

(SEAL) JULIE M DIMEO
Notary Public
State of North Dakota
My Commission Expires November 9, 2016

Julie M Dimeo
Notary Public
My Commission Expires 11-12-16

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 17th day of February, 2016 by Robert R. Rose, Vice President – Land and Right of Way of Dakota Access, LLC, a Delaware limited liability company.

(SEAL) DONNA WALTERS
Notary Public, State of Texas
Comm. Expires 03-04-2020
Notary ID 2342771

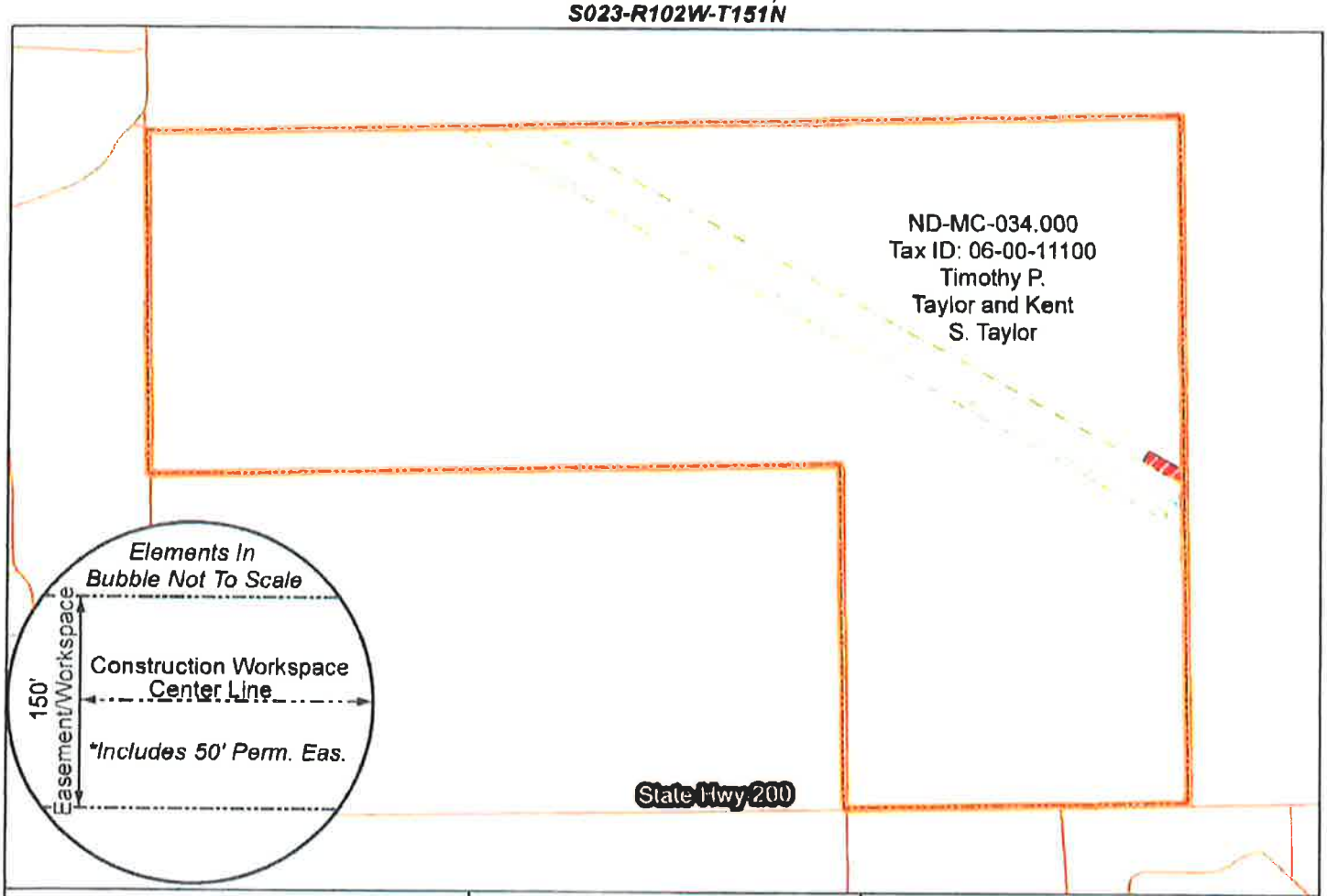
Donna Walters
Notary Public
My Commission Expires _____

Return This Instrument To:
Dakota Access, LLC
Attn: Hope Acosta – Right-of-Way Dept.
1300 Main St.
Houston, Texas 77002

Exhibit A

MCKENZIE COUNTY, ND

S023-R102W-T151N



ROW Length: 3080.35 Ft. = 186.69 Rods
Proposed Permanent Easement: 3.54 Ac.
Temp Easement/ Workspace: 6.8 Ac.
Add Temp Easement/ Workspace: 0.17 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Timothy P. Taylor and Kent S. Taylor

Tract No.: ND-MC-034.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

TPT

Landowner Initials

Date Exported: Monday, December 14, 2015 3:21:00 PM

EXHIBIT H-3(b)

Reroute Location 44

485848

Return to:
CONTRACT LAND STAFF LLC
1100 WEISS AVENUE

BISMARCK ND 58503

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 10

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-095.502, 096.502, 097.502, 098.502
PARCEL ID: 650000800, 650001200, 650000850, 650000600, 650000500
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated September 14, 2015, is between **Konrad P. Norstog and Sharon M. Norstog, husband and wife,** whose mailing address is **Box 643, Watford City, ND 58854,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, situated in the North Half of the Southwest Quarter (N1/2SW1/4) and the East Half of the Northwest Quarter (E1/2NW1/4) all in Section Two (02) in Township One Hundred Forty-nine (149) North of Range Ninety-nine (99) West of the Fifth Principal Meridian, McKenzie County, North Dakota, more particularly described in that Warranty Deed dated April 06, 1956 from William N. Shelley and Myrtle R. Shelley, his wife, to Olaf Norstog and Marie Norstog, as joint tenants and not as tenants in common, recorded as Document Number 150463, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

All that certain lot, tract or parcel of land, containing 40 acres of land, more or less, situated in the SW1/4NE1/4, Section 02, Township 149 North, Range 99 West, McKenzie County, North Dakota, more particularly described in that Quit Claim Deed, dated May 6, 1994 from Bjarne Norstog and Margaret L. Norstog, husband and wife, to Konrad P. Norstog and Sharon M. Norstog, husband and wife, recorded as Document Number 319889, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

All that certain lot, tract or parcel of land, containing 160.25 acres of land, more or less, situated in Lot 01; SE ¼ NE ¼; E ½ SE ¼, all in Section 02, Township 149 North, Range 99 West, McKenzie County, North Dakota, as described in that Quit Claim Deed, dated June 24, 1975 from Bjarne Norstog and Margaret L. Norstog, husband and wife, to Konrad P. Norstog, a single man, recorded as Document Number 199136, in the Office of the Recorder, of McKenzie County, North Dakota, less and except any conveyances heretofore for made.

All that certain lot, tract or parcel of land, containing 239.08 acres of land, more or less, situated in Lots 03 and 04; E½SW¼; S½NW¼, all in Section 01, Township 149 North, Range 99 West, McKenzie County, North Dakota, as described in that Quit Claim Deed dated June 24, 1975 from Bjarne Norstog and Margaret L. Norstog, husband and wife, to Konrad P. Norstog, a single man, recorded as Document Number 199136, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore for made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Any payment tendered by Grantee to Grantor as consideration for this agreement does not cover any actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

6. Grantee agrees to suspend construction activities on tract ND-MC-098.502 depicted on Exhibit A during that certain three day period in June of 2016. Grantee shall backfill any open ditch in said area and erect temporary fencing along the north boundary of the easement area during said three day period. Grantor agrees to notify Grantee in writing no later than April 1, 2016 of the exact dates of the three day period in which construction activity is to be suspended.

7. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

8. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

9. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

10. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

11. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

12. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

13. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

14. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

15. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

16. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

17. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

18. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

19. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

20. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 14th day of September, 2015.

GRANTOR:
Jon C Norstog - Attorney-in-Fact

By: Jon Norstog
Its: Attorney-in-fact on behalf of Konrad P. Norstog and Sharon M. Norstog

ACKNOWLEDGEMENT

THE STATE OF NORTH DAKOTA)

COUNTY OF Cass)

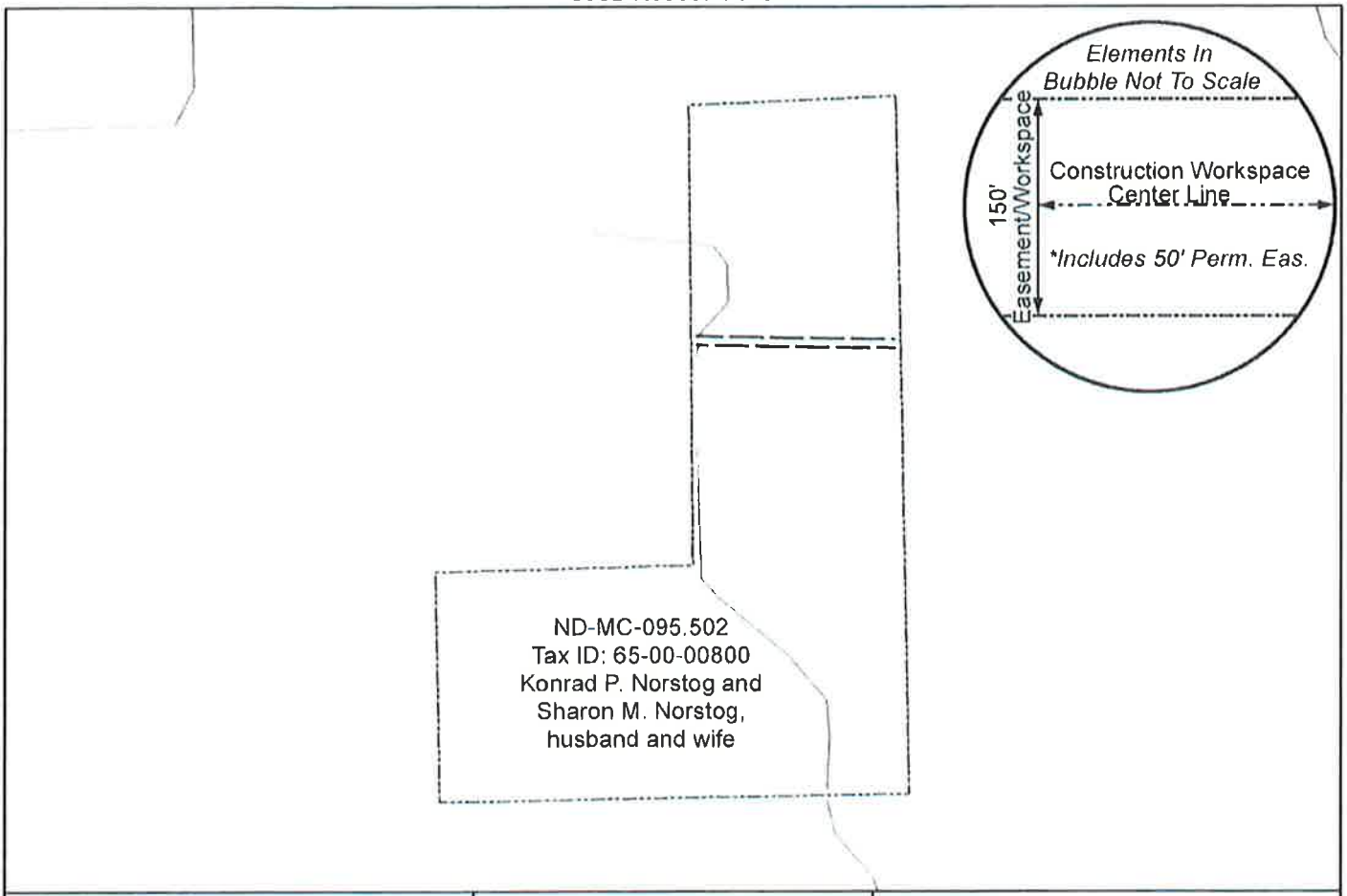
This instrument was acknowledged before me on the 14th day of September, 2015 by Jon Norstog as Attorney-in-Fact for Konrad P. Norstog and Sharon M. Norstog.

Pamela J. Hedrich
Notary Public, State of North Dakota

PAMELA J. HEDRICH
Notary Public
State of North Dakota
My Commission Expires Aug. 9, 2018

Exhibit A

MCKENZIE COUNTY, ND
S002-R099W-T149N



ROW Length: 1180.12 Ft. = 71.52 Rods
Proposed Permanent Easement: 1.35 Ac.
Temp Easement/ Workspace: 2.71 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Konrad P. Norstog and Sharon M. Norstog, husband and wife

Tract No.: ND-MC-095.502

- HDD Workspace
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

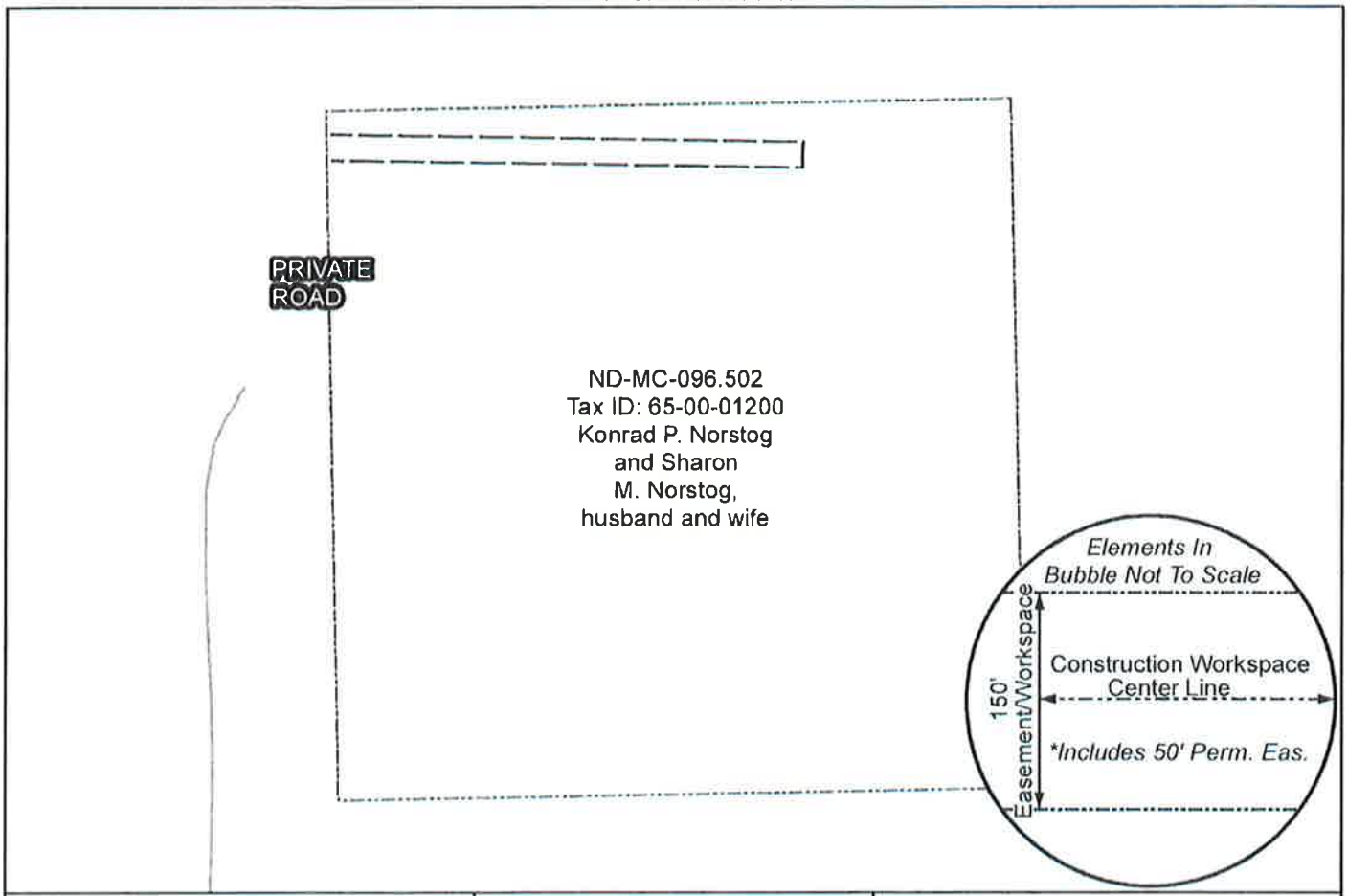
KN and SH by JCN
Landowner Initials Attorney-in-Fact

Date Exported: Tuesday, May 12, 2015 1:39:41 PM

Exhibit A

MCKENZIE COUNTY, ND

S002-R099W-T149N



ROW Length: 1315.13 Ft. = 79.7 Rods
Proposed Permanent Easement: 1.51 Ac.
Temp Easement/ Workspace: 3.02 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 500 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Konrad P. Norstog and Sharon M. Norstog, husband and wife

Tract No.: ND-MC-096.502

- HDD Workspace
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

KN and SN by JTN

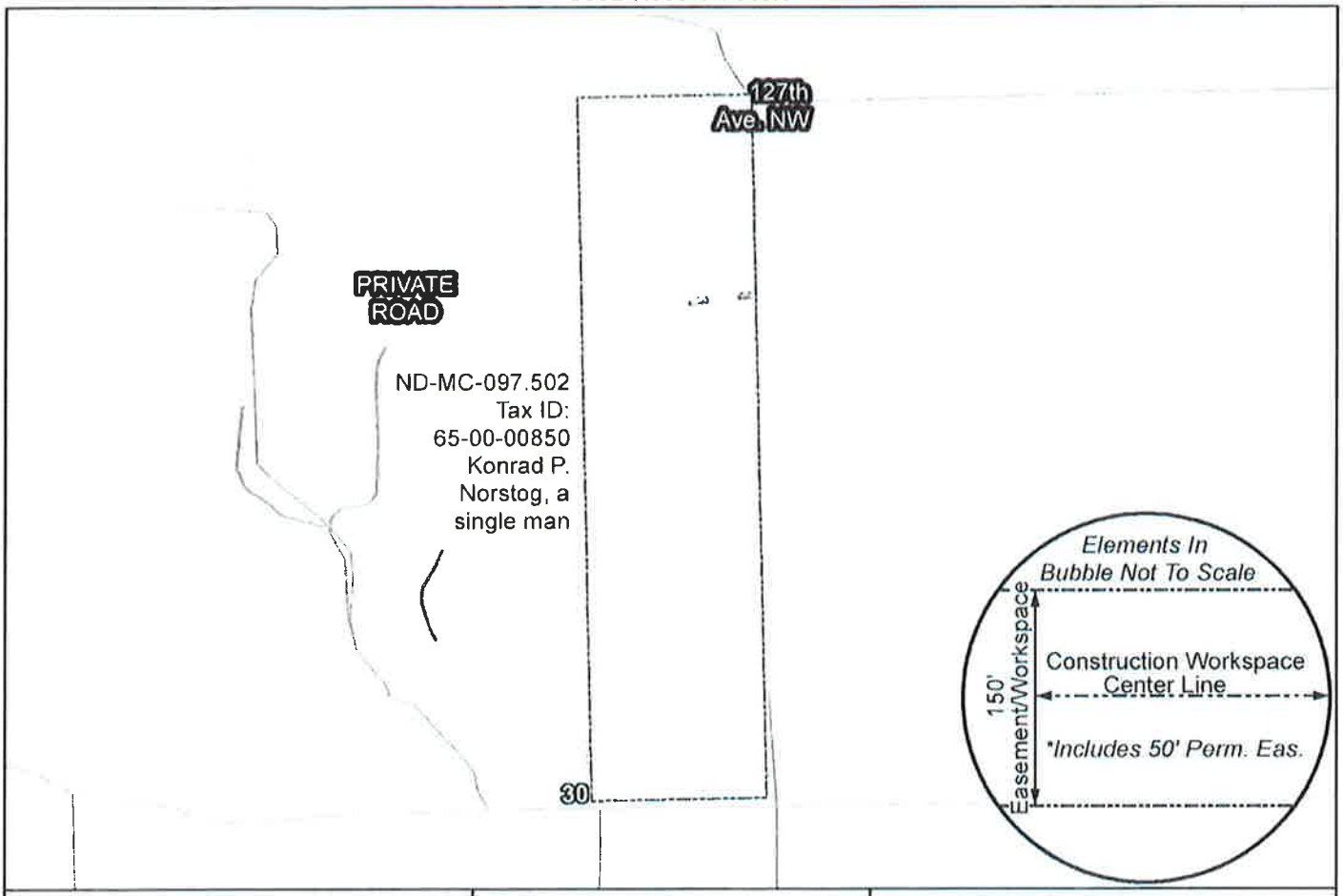
Landowner Initials

Date Exported: Tuesday, May 12, 2015 1:42:02 PM

Exhibit A

MCKENZIE COUNTY, ND

S002-R099W-T149N



ROW Length: 1317.85 Ft. = 79.87 Rods
Proposed Permanent Easement: 1.51 Ac.
Temp Easement/ Workspace: 2.83 Ac.
Add Temp Easement/ Workspace: 0.33 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000 2,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Konrad P. Norstog, a single man

Tract No.: ND-MC-097.502

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

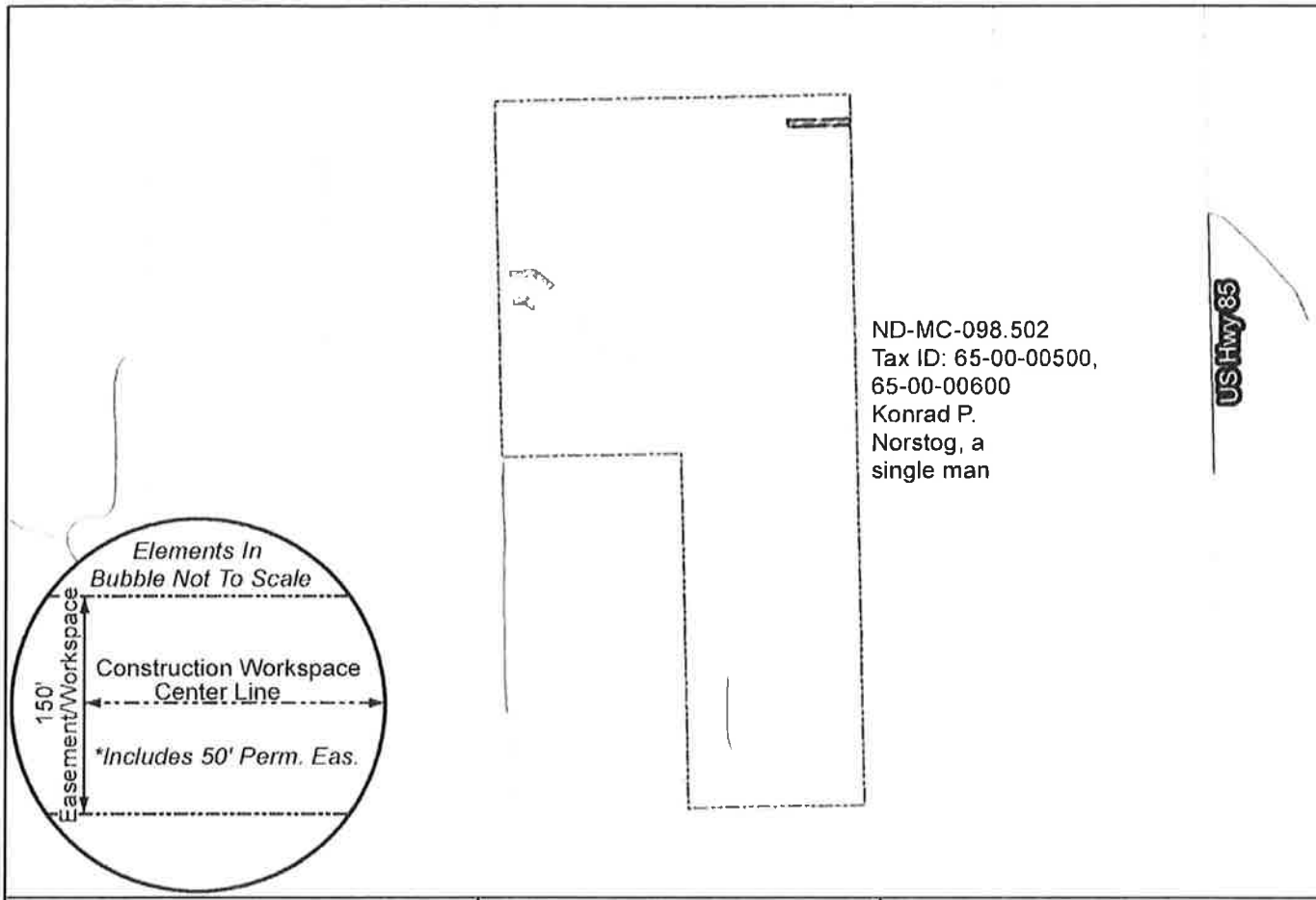
Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

KNaad by JIN
Landowner Initials

Date Exported: Tuesday, May 12, 2015 1:49:29 PM

Exhibit A

MCKENZIE COUNTY, ND
S001-R099W-T149N



ROW Length: 2960.41 Ft. = 179.42 Rods
Proposed Permanent Easement: 3.4 Ac.
Temp Easement/ Workspace: 6.79 Ac.
Add Temp Easement/ Workspace: 1.15 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 1,000 2,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Konrad P. Norstog, a single man

Tract No.: ND-MC-098.502

- HDD Workspace
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

KN GH JCN
Landowner Initials

Date Exported: Wednesday, September 02, 2015 8:13:12 AM

485848

County Recorder

McKenzie County
Watford City ND 58854

COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded, 485848

Ann M Johnsrud, County Recorder Fee $37.00

By Ann M Johnsrud Oct 14, 2015 10:45 AM

COUNTY RECORDER
McKENZIE COUNTY
STATE OF NORTH DAKOTA

Watford City

County of McKenzie
State of North Dakota
Property Tax I.D. 69-00-00300

Option Agreement to Purchase Land in Fee

The undersigned (hereinafter referred to in the singular as "Vendor" , whether one or more), the owner of the real estate herein described, for valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, has granted and sold and by these presents do grant and sell to **Dakota Access, LLC**, a Delaware company, whose address is 1300 Main Street, Houston Texas, 77002, its successors, affiliates, and assigns, (individually and collectively referred to as the "**Purchaser**"), the exclusive right to purchase, without becoming obligated to purchase, the following described real estate excepting out all of Vendors interest in and to all of the oil, gas, casinghead gas, casinghead gasoline and other minerals (collectively the "Minerals") in and under and that may be produced from the following described property (which Minerals are only to be produced from locations outside of the boundaries of the property) situated in the County of McKenzie, State of North Dakota, to wit:

McKenzie County T 149N R 99W Sec 1 S ½ NE 1/4 Lots 1-2

Containing 120 acres more or less (hereinafter referred to as "said Land").

The parties hereto agree that the foregoing description is subject to correction upon completion of a survey by a registered surveyor.-

1. The purchase price of said land is the sum of six million, ($ 6,000,000.00) Dollars, subject to adjustment based on an agreed upon sales price of $50,000 per acre. Taxes, insurance and rents on said land for the current year shall be prorated as of the date of completion of the purchase. Vendor and Purchaser agree to a total amount for the option of $600,000.00 (the "Option Price"). Vendor acknowledges receipt of $100.00 as the initial installment of the Option Price, and Purchaser agrees to pay the remaining $599,900.00 of the Option Price on January 2, 2015. The January 2, 2015 payment is not consideration for any additional benefit beyond that granted by the initial payment, but is rather an installment payment of the amount due. The Option Price shall be applied to the purchase price at closing.

2. Vendor agrees to convey to Purchaser a good fee simple unencumbered merchantable title to said land; and upon execution of this agreement, to make available such abstract of title as Vendor has, if any, for the use of Purchaser during the period of this option.

3. This option shall expire at midnight the 24 day of May, 2015.

4. Vendor represents and warrants that no hazardous substances or toxic wastes as those terms are defined by the Comprehensive Environmental Response and Liability Act 42 U.S.C., subsection 9601 et seq. and the Toxic Substances Control Act or successor legislation are present upon or have been used on said land.

5. During the term of this option, Purchaser shall have and is hereby given and granted the free and full right of ingress and egress on, over, through, across and to and from said land other adjoining land of Vendor for the purposes of making explorations, core tests, environmental evaluations and surveys or any other act or acts which Purchaser deems incident or necessary thereto on said land. Purchaser agrees to reclaim and pay compensation for any damages to surface caused by its acts during period of option. If Purchaser exercises this option the obligation to pay surface damages would be waived.

6. Purchaser may exercise this option by posting a notice, in writing, addressed to Vendor at 2372 Highway 85N Watford City, ND 58854 and deposited in the United States mail, postage prepaid,

ACKNOWLEDGEMENT

THE STATE OF NORTH DAKOTA §

COUNTY OF McKenzie §

BEFORE ME, the undersigned authority, on this day personally appeared ~~Sonya~~ Sonja Prestangen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of November, 2014.

ASHLEY GOLLYHORN
Notary Public
State of North Dakota
My Commission Expires July 9, 2020

Ashley Gollyhorn
Notary Public, State of North Dakota

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, a Delaware Company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of December, 2014.

DONNA WALTERS
Notary Public, State of Texas
My Commission Expires
March 04, 2016

Donna Walters
Notary Public, State of Texas

MIDLAND ATLAS CO.
WATFORD CITY, NORTH DAKOTA

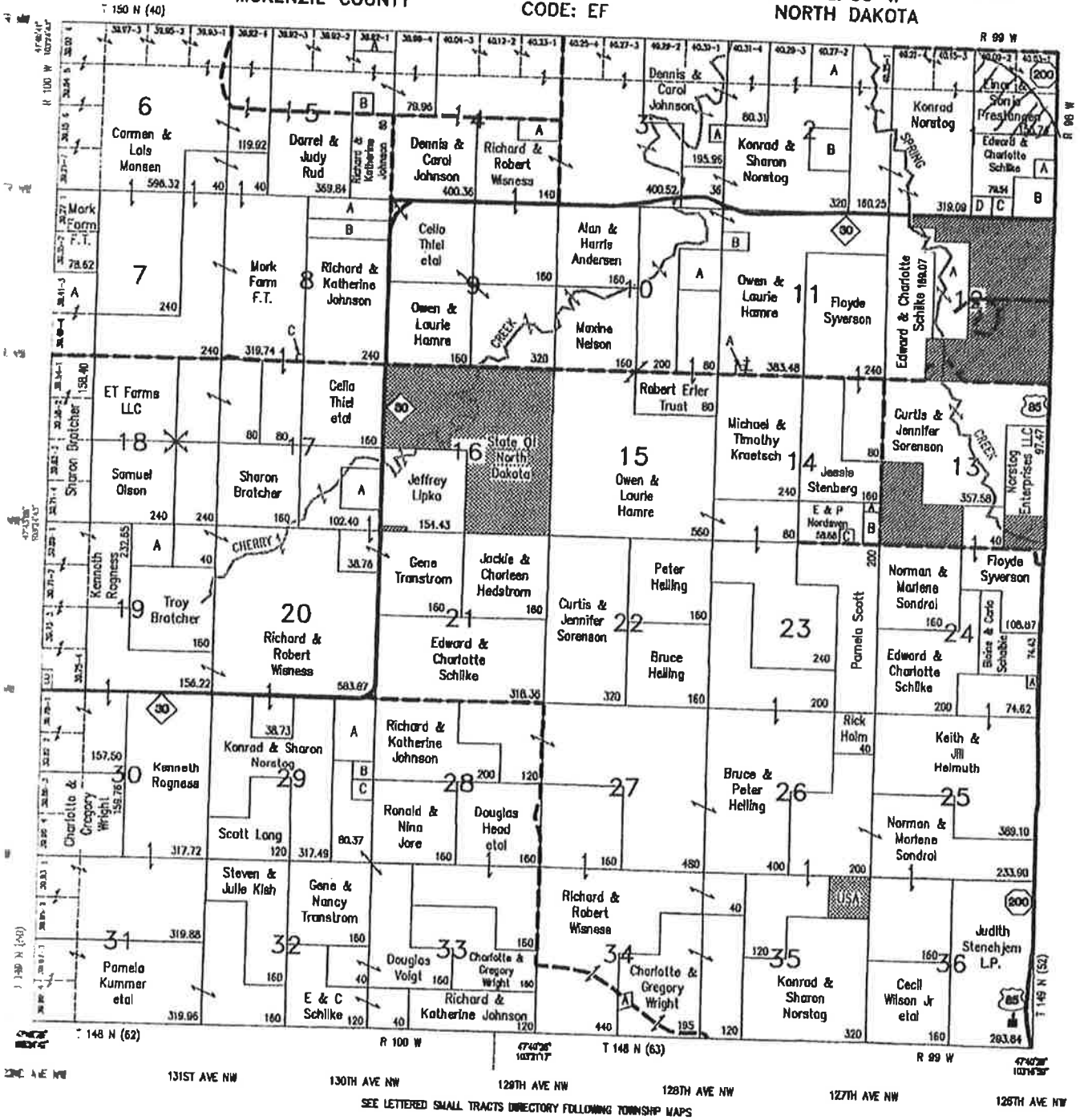
MAP OF
T 149 N R 99 W

MIDLAND ATLAS COMPANY COPYRIGHT 2012

TOWNSHIP: 149 N
MCKENZIE COUNTY

CODE: EF

RANGE: 99 W
NORTH DAKOTA



SEE LETTERED SMALL TRACTS DIRECTORY FOLLOWING TOWNSHIP MAPS

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ATTORNEYS AT LAW
(701) 444-2211
PO Box 1260 - 109th 5th St SW - Watford City, ND

prior to the date fixed in Paragraph 3 hereof or by delivering such written notice in any other manner to Vendor prior to said date. This correspondence is to be sent certified mail with a return receipt dated prior to the expiration of option.

7. Should Purchaser exercise this option Vendor agrees to furnish Purchaser, within fifteen (15) days after receiving such notice, either, as may be requested by Purchaser, a full and complete Abstract of Title to said land or a Title Policy for the purchase price of the said land, and after receipt of such Abstract of Title or Title Policy the Purchaser shall be allowed a period of Thirty (30) days within which to have the said Abstract of Title of Title Policy examined. In the event Purchaser finds that Vendor has a good and merchantable title of said land the purchase of said land by Purchaser shall be forthwith concluded by Vendor delivering to Purchaser a good and valid general warranty deed covering said land with all clauses usual in deeds in the state of North Dakota conveying real estate, relinquishing and waiving all rights under and by virtue of any applicable dower or homestead exemption laws, and by the Purchaser paying over in cash to the Vendor the purchaser price herinbefore designated, and the consideration paid for this option shall be applied as a credit to reduce the purchase price by the amount paid for this option.

8. Vendor agrees that upon the Purchaser giving to Vendor a written statement of any objection to the title to said land including any ordinances, conditions or restrictions adversely affecting the proposed use of said land by Purchaser, to use Vendor's best efforts to cure said objections. In the event Purchaser should find that Vendor does not have a good and merchantable title to said land or if Purchaser's objections to Vendor's title are not cured by Vendor within fifteen (15) days after receipt of written notice thereof, there shall be no obligation on the part of Purchaser to purchase said land, but Purchaser, in such event shall promptly advise Vendor, in writing, to the effect that Purchaser will not complete such purchase, and thereupon Vendor will repay to Purchaser the consideration for this option.

9. Confidentiality. The existence of this Option Agreement to Purchase Land in Fee and its contents are intended to be confidential and are not to be discussed with or disclosed to any third party, except (i) with the express prior written consent of the other party hereto, (ii) as may be required or appropriate in response to any summons, subpoena or discovery order or to comply with any applicable law, order, regulation or ruling or (iii) as Purchaser and Vendor, or their designees, reasonably deem appropriate in order to conduct due diligence, title or other investigation relating to the contemplated transactions.

10. Zoning. During term of this Option Agreement, Vendor agrees to cooperate and do whatever is necessary to assist Purchaser in having current zoning changed to allow the utilization of the Land for Industrial purposes that support Purchaser's crude oil project. Should the zoning change effort fail to effectuate such zoning change by the option termination date and Purchaser is deemed unable to utilize the property for its intended purposes of containing storage tanks, pumps and other facilities used for crude oil storage and transport, Vendor agrees to refund $300,000.00 of the payment received from Purchaser and this Option Agreement will be considered cancelled.

11. If any part, term or provision of this Option Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over said land held to be illegal, void, or unenforceable, or to be in conflict with the law of the State of North Dakota, validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this option Agreement did not contain the particular part, term, provision held to be invalid.

The terms, covenants and provisions of this Option Agreement shall inure to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of each of the parties hereto.

This Option Agreement together with exhibits incorporated herein by references, if any, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have caused this Option to Purchase Land in Fee agreement to be executed this 24th day of November, 2014.

Vendor

Einar Prestangen

Sonya Prestangen
Sonja

Purchaser

Dakota Access, LLC

By: Robert Rose
As: Vice President of Land and Right of Way

ACKNOWLEDGEMENT

THE STATE OF NORTH DAKOTA §

COUNTY OF McKenzie §

BEFORE ME, the undersigned authority, on this day personally appeared Einar Prestangen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of November, 2014.

ASHLEY GOLLYHORN
Notary Public
State of North Dakota
My Commission Expires July 9, 2020

Notary Public, State of North Dakota

Assignment of Option

This Assignment for Option is made on November 17, 2015, by Stenehjem Development, LLC, whose address is P.O. Box 607 Watford City, ND 58854 ("Assignor") for the benefit of ~~Energy~~ Dakota Access, LLC ~~Transfer Partners, LP,~~ whose address is 3738 Oak Lawn Ave, Dallas TX 75219 ("Assignee") with respect to that Option Agreement dated October 3, 2014 given by Einar and Sonja Prestangen to Assignee regarding the below described real estate

Lot 4, Section 6, Township 149 North, Range 98 West ("Option Property"), including all privileges, licenses, easements, and any other rights benefiting or appurtenant thereto.

The parties agree as follows:

1. Upon payment of Seventy Five Thousand and no/100 ($75,000.00) in good and available funds, Assignor agrees to assign and transfer to Assignee all Assignor's rights, title and interest under the above referenced Option Agreement.
2. This Assignment shall be "with recourse" against Assignor.
3. Assignee acknowledges that it now becomes fully responsible and obligated to perform all the covenants and conditions under the Option dated October 3, 2014.
4. This Assignment shall be binding upon the parties and their heirs, representatives, successors and assigns.
5. This Assignment contains the complete agreement of the parties and supersedes any and all prior promises, representations, understandings and agreements between the parties, whether written or oral, regarding the matters contained herein. This Assignment may not be amended except in writing signed by all parties.
6. This Assignment is governed by the laws of the State of North Dakota.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Contract for Deed to Grantee on the date set forth above.

Stenehjem Development, Assignor

By: Kira L. Stenehjem Hall

Its: Partner

Dakota Access, LLC
~~Energy Transfer Partners, LP,~~ Assignee

By:

Its: Robert Rose
VP-LAND AND
RIGHT OF WAY

Acknowledged and Agreed to:

Einar Prestangen

Einar Prestangen

Sonja Prestangen

Sonja Prestangen

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Kim Stenehjem Noll in his/her capacity as Partner of Stenehjem Development, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of November, 2015.

BLAKE HOLMAN
Notary Public
State of North Dakota
My Commission Expires Oct. 17, 2018

Notary Public

My Commission Expires: 10-17-18

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access , LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of December , 2015.

MICAH THOMAS RORIE
Notary Public, State of Texas
My Commission Expires
September 17, 2016

Notary Public, State of Texas

My Commission Expires: September 17, 2016

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Einar Prestangen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of December, 2015.

BLAKE HOLMAN
Notary Public
State of North Dakota
My Commission Expires Oct. 17, 2018

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Sonja Prestangen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of December, 2015.

BLAKE HOLMAN
Notary Public
State of North Dakota
My Commission Expires Oct. 17, 2018

Notary Public

My Commission Expires:

OPTION AGREEMENT

This OPTION AGREEMENT ("**Agreement**") made this 7th day of October, 2014 between Stenehjem Development, LLP ("**Stenehjem**"), and Einar and Sonja Prestangen, hereinafter collectively referred to as "**Prestangens**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Option

Grant of the Option. In consideration of the payment by Stenehjem to Prestangens of Thirty Five Thousand Dollars ($35,000), Prestangens hereby grants to Stenehjem the exclusive right and option to purchase the following property: Lot 4, Section 6, Township 149 North, Range 98 West ("Option Property"), including all privileges, licenses, easements, and any other rights benefiting or appurtenant thereto. ~~Should Stenehjem exercise the option, the Thirty Five Thousand Dollars ($35,000) will be applied to the Option Purchase Price.~~

Option Price. The price that Stenehjem shall pay to Prestangen for the Option Property pursuant to this Agreement ("Option Purchase Price") shall be Fifty Five Thousand Dollars ($55,000) per acre.

Option Period. This Option shall commence as of the date of this Agreement and shall remain in effect for eighteen (18) months.

Exercise of Option. Provided Stenehjem is not in default under the terms and conditions of this Agreement, Stenehjem may exercise this Option at any time prior to the expiration by delivering written notice of the exercise of the Option to Prestangen and closing the purchase and payment of the Option Price within thirty (30) days of giving notice to exercise. Should Stenehjem exercise the Option, the closing of the Option Property will be subject to the same representations, warranties, and covenants as with the adjacent 37 acres purchased to the north from Prestangens contemporaneously herewith and are incorporated herein by reference and shall survive Closing.

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

Stenehjem Development LLP

By: Kira Stenehjem
Name: Kira Stenehjem
Title: Partner

Einar M. Prestangen
Einar Prestangen

Sonja Prestangen
Sonja Prestangen

Return to:

CONTRACT LAND STAFF
1100 WEISS AVE

BISMARCK ND 58503

489534

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 8

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-101.502
PARCEL ID: 63-00-02900
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 1/5/2016 ~~2015~~, is between **Einar M. Prestangen and Sonja Prestangen, husband and wife, as tenants in common**, whose mailing address **2372 Highway 85 North, Watford City, ND 58854** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 150.45 acres of land, more or less, situated in Lots 03, 04, 05 and 06, Except 6.02 Acre Right of Way, Section 06, Township 149 North, Range 98 West, McKenzie County, North Dakota, more particularly described in that certain Quit Claim Deed, dated December 26, 2013, from Einar M. Prestangen and Sonja Prestangen, husband and wife, to Einar M. Prestangen and Sonja Prestangen, husband and wife, as tenants in common, recorded as Document Number 461116, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in

fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

489534

County Recorder
McKenzie County
Watford City ND 58854

Page 4 of 8

EXECUTED this 5 day of January, ~~2015~~ 2016.

GRANTOR:

Einar M. Prestangen

ACKNOWLEDGMENT

State of ND)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared **Einar M. Prestangen**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5th day of January, ~~2015~~ 2016.

DAVID E HALVORSON
Notary Public
State of North Dakota
My Commission Expires Oct 27, 2021

Notary Public

My Commission Expires: Oct. 27, 2021

County Recorder
McKenzie County
Watford City ND 58854

489534

Page 5 of 8

EXECUTED this 5th day of January, ~~2015.~~ 2016

GRANTOR:

Sonja Prestangen

Sonja Prestangen

ACKNOWLEDGMENT

State of No. Dak.)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared **Sonja Prestangen**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5th day of January, ~~2015.~~ 2016

DAVID E HALVORSON
Notary Public
State of North Dakota
My Commission Expires Oct 27, 2021

David E. Halvorson

Notary Public

My Commission Expires: Oct. 27, 2021

489534

County Recorder

McKenzie County
Watford City ND 58854

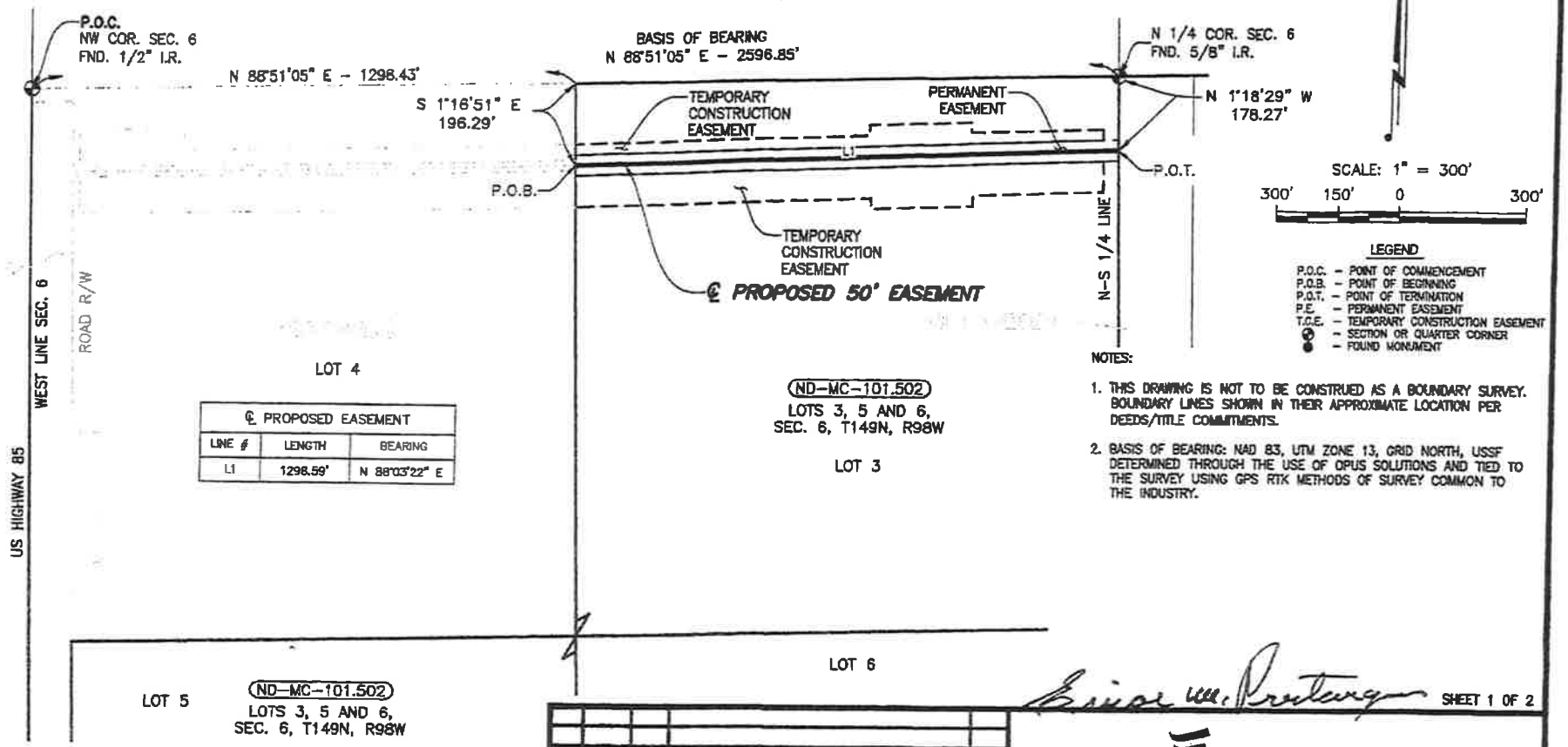
Page 6 of 8

"COUNTY PRESTANGEN-ND-MC-101.502.WO.
FILE: \\natgroup.com\gbl\HOU\Pipeline\Projects\103957\DISCIPLINES\CAD\DRAWINGS\04--PROPERTY PLATS\DOCU
489534
Page 7 of 8
County Recorder
McKenzie County
Watford City ND 58854

McKENZIE COUNTY, NORTH DAKOTA

SECTION 6, TOWNSHIP 149 NORTH, RANGE 98 WEST OF THE 5TH P.M.

EXHIBIT "A"



℄ PROPOSED EASEMENT		
LINE #	LENGTH	BEARING
L1	1298.59'	N 88°03'22" E

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

LENGTH OF PROPOSED PIPELINE: 1298.59 FEET = 78.70 RODS
PERMANENT EASEMENT: (1.49 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (3.19 AC.)

Brian W. Prestangen

SHEET 1 OF 2

REV.	DATE	BY	DESCRIPTION	CHK.
1	01/05/16	MM	USE/ACQUISITION	CH
0	11/06/15	JTM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM #27C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
LOTS 3, 5 AND 6, SEC. 6, T149N, R98W
McKENZIE COUNTY NORTH DAKOTA

DRAWN BY: JTM	DATE: 11/06/15	DWG. NO. PRESTANGEN-ND-MC-101.502.WO.OPT.WR	REV. 1
CHECKED BY: DH	DATE: 11/06/15		
SCALE: 1" = 300'	APP.: CH		

McKENZIE COUNTY, NORTH DAKOTA

SECTION 6, TOWNSHIP 149 NORTH, RANGE 98 WEST OF THE 5TH P.M.

Commencing at a 1/2 inch Iron Rod found at the Northwest corner of Section 6; thence N88°51'05"E 1298.43 feet to a point; thence S01°16'51"E 196.29 feet to the Point of Beginning; thence N88°03'22"E 1298.59 feet along the centerline of the permanent easement to the Point of Termination in the North South quarter line of Section 6 from which a 5/8 inch Iron Rod found at the North Quarter corner of Section 6 bears N01°18'29"W 178.27 feet. Said Permanent Easement contains 1.49 Acres, more or less.

McKENZIE COUNTY RECORDER
McKENZIE COUNTY
STATE OF NORTH DAKOTA

County Recorder 489534
McKenzie County
Watford City ND 58854 Page 8 of 8
COUNTY RECORDER, MCKENZIE COUNTY, ND
I certify that this instrument was filed and recorded. 489534
Ann M Johnsrud, County Recorder Fee $31.00
By Alicia Mathew, Deputy Feb 09, 2016 09:31 AM

SHEET 2 OF 2

REV.	DATE	BY	DESCRIPTION	CHK.
1	01/05/16	MM	USE/ACQUISITION	CH
0	11/06/15	JTM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
LOTS 3, 5 AND 6, SEC. 6, T149N, R98W
McKENZIE COUNTY NORTH DAKOTA

DRAWN BY: JTM	DATE: 11/06/15	DWG. NO. PRESTANGEN-ND-MC-101.502,WO.OPT.WR	REV. 1
CHECKED BY: DH	DATE: 11/06/15		
SCALE: N.T.S.	APP.: CH		

FILE: \\mustang.com\gfx\HOU\Projects\103957\DSCP_ING\CAD\DRAWINGS\94-PROPERTY PLAT\NORTH DAKOTA\MCKENZIE COUNTY\PRESTANGEN-ND-MC-101.502 WO OPT.WR REV 1.dwg PLOT DATE: 1/5/2016 BY: MUELLER, MIKE

OPTION AGREEMENT

This OPTION AGREEMENT ("**Agreement**") made this 4th day of October, 2014 between Stenehjem Development, LLP ("**Stenehjem**"), and Einar and Sonja Prestangen, hereinafter collectively referred to as "**Prestangens**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Option

Grant of the Option. In consideration of the payment by Stenehjem to Prestangens of Thirty Five Thousand Dollars ($35,000), Prestangens hereby grants to Stenehjem the exclusive right and option to purchase the following property: Lot 4, Section 6, Township 149 North, Range 98 West ("Option Property"), including all privileges, licenses, easements, and any other rights benefiting or appurtenant thereto. ~~Should Stenehjem exercise the option, the Thirty Five Thousand Dollars ($35,000) will be applied to the Option Purchase Price.~~

Option Price. The price that Stenehjem shall pay to Prestangen for the Option Property pursuant to this Agreement ("Option Purchase Price") shall be Fifty Five Thousand Dollars ($55,000) per acre.

Option Period. This Option shall commence as of the date of this Agreement and shall remain in effect for eighteen (18) months.

Exercise of Option. Provided Stenehjem is not in default under the terms and conditions of this Agreement, Stenehjem may exercise this Option at any time prior to the expiration by delivering written notice of the exercise of the Option to Prestangen and closing the purchase and payment of the Option Price within thirty (30) days of giving notice to exercise. Should Stenehjem exercise the Option, the closing of the Option Property will be subject to the same representations, warranties, and covenants as with the adjacent 37 acres purchased to the north from Prestangens contemporaneously herewith and are incorporated herein by reference and shall survive Closing.

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

Stenehjem Development LLP

By: Kira Stenehjem
Name: Kira Stenehjem
Title: Partner

Einar M. Prestangen
Einar Prestangen

Sonja Prestangen
Sonja Prestangen

Assignment of Option

This Assignment for Option is made on November 17, 2015, by Stenehjem Development, LLC, whose address is P.O. Box 607 Watford City, ND 58854 ("Assignor") for the benefit of Energy Transfer Partners, LP, whose address is 3738 Oak Lawn Ave, Dallas TX 75219 ("Assignee") with respect to that Option Agreement dated October 3, 2014 given by Einar and Sonja Prestangen to Assignee regarding the below described real estate

> Lot 4, Section 6, Township 149 North, Range 98 West ("Option Property"), including all privileges, licenses, easements, and any other rights benefiting or appurtenant thereto.

The parties agree as follows:

1. Upon payment of Seventy Five Thousand and no/100 ($75,000.00) in good and available funds, Assignor agrees to assign and transfer to Assignee all Assignor's rights, title and interest under the above referenced Option Agreement.
2. This Assignment shall be "with recourse" against Assignor.
3. Assignee acknowledges that it now becomes fully responsible and obligated to perform all the covenants and conditions under the Option dated October 3, 2014.
4. This Assignment shall be binding upon the parties and their heirs, representatives, successors and assigns.
5. This Assignment contains the complete agreement of the parties and supersedes any and all prior promises, representations, understandings and agreements between the parties, whether written or oral, regarding the matters contained herein. This Assignment may not be amended except in writing signed by all parties.
6. This Assignment is governed by the laws of the State of North Dakota.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Contract for Deed to Grantee on the date set forth above.

Stenehjem Development, Assignor

By: Kim I Stenehjem Noll

Its: Partner

Energy Transfer Partners, LP, Assignee

By: _____

Its: _____

Acknowledged and Agreed to:

Einar M. Prestangen

Einar Prestangen

Sonja Prestangen

Sonja Prestangen

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Kim Stenehjem Noll in his/her capacity as Partner of Stenehjem Develpoment, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of November, 2015.

BLAKE HOLMAN
Notary Public
State of North Dakota
My Commission Expires Oct. 17, 2018

Notary Public

My Commission Expires: 10-17-18

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF _____§

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access , LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____day of _____, 2015.

_____
Notary Public, State of Texas

My Commission Expires:_____

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Einar Prestangen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of December, 2015.

BLAKE HOLMAN
Notary Public
State of North Dakota
My Commission Expires Oct. 17, 2018

Notary Public

My Commission Expires:_____

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Sonja Prestangen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of December, 2015.

BLAKE HOLMAN
Notary Public
State of North Dakota
My Commission Expires Oct. 17, 2018

Notary Public

My Commission Expires:_____

485331

Return to:
CONTRACT LAND STAFF LLC
1100 WEISS AVE

BISMARCK ND 58503

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 8

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-102.502.527
PARCEL ID: 63-00-02850
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated June 16, 2015, is between **Don Fritel and Ruby Fritel, husband and wife as joint tenants and not as tenants in common,** whose mailing address is **PO Box 894 Watford City, ND 58854,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 9.85 acres more or less, being situated in the Irregular Tract Number 2266, being a tract of land located in the Northeast Quarter of Section 06, Township 149 North, Range 98 West of the Fifth Principal Meridian, McKenzie County, State of North Dakota, as described in Warranty Deed dated March 14, 2012, from Norman E. Sondrol and Marlene J. Sondrol, husband and wife, to Don Fritel and Ruby Fritel, husband and wife as joint tenants and not as tenants in common, recorded under Document Number 431803, Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 16 day of June, 2015.

GRANTOR:

Don Fritel

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
) ss
County of McKENZIE)

BEFORE ME, the undersigned authority, on this day personally appeared DON FRITEL, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16 day of JUNE, 2015.

Notary Public

My Commission Expires: JUNE 14, 2018

County Recorder
McKenzie County
Watford City ND 58854

485331

PAUL UPSHAW
Notary Public
State of North Dakota
My Commission Expires June 14, 2018

EXECUTED this 16 day of JUNE, 2015.

GRANTOR:

Ruby Fritel

Ruby Fritel

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
) ss
County of McKENZIE)

BEFORE ME, the undersigned authority, on this day personally appeared RUBY FRITEL, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16 day of JUNE, 2015.

Paul Upshaw

Notary Public

My Commission Expires: JUNE 14 2018

PAUL UPSHAW
Notary Public
State of North Dakota
My Commission Expires June 14, 2018

485331

County Recorder
McKenzie County
Watford City ND 58854

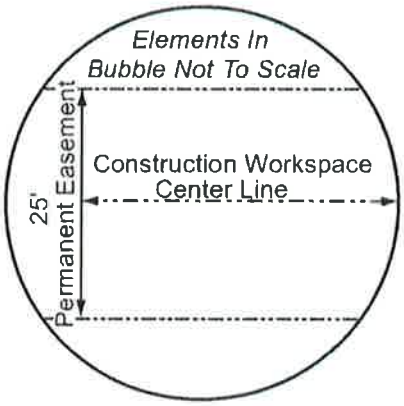
Page 6 of 8

Exhibit A

MCKENZIE COUNTY, ND

S006-R098W-T149N

ND-MC-102.502.527
Tax ID: 63-00-02850
Don Fritel and Ruby Fritel, husband and wife as joint tenants and not as tenants in common





ROW Length: 164.71 Ft. = 9.98 Rods
Proposed Permanent Easement: 0.09 Ac.
Temp Easement/ Workspace: 0 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — Feet — 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Don Fritel and Ruby Fritel, husband and wife as joint tenants and not as tenants in

Tract No.: ND-MC-102.502.527

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

D.F. R.F.
Landowner Initials

Date Exported: Monday, June 08, 2015 9:18:15 AM

Return to:
CONTRACT LAND STAFF LLC
1100 WEISS AVE

BISMARCK ND 58503

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 8

483330

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-103.502.527
PARCEL ID: 63-00-02850
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated June 23, 2015, is between **Glenn Wahus and Tina Wahus, husband and wife, as joint tenants and not as tenants in common**, whose mailing address is **PO Box 342, Watford City, ND 58854,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 19.74 acres more or less, being situated in the Irregular Tract Number 2466, being a tract of land located in the Northeast Quarter of Section 06, Township 149 North, Range 98 West, McKenzie County, State of North Dakota, as described in Warranty Deed dated August 29, 2012, from Norman E. Sondrol and Marlene J. Sondrol, husband and wife, to Glenn Wahus and Tina Wahus, husband and wife, as joint tenants and not as tenants in common, recorded under Document Number 439390, Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made..

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

485330

County Recorder

McKenzie County
Watford City ND 58854

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EXECUTED this 23 day of June, 2015.

GRANTOR:

Glenn Wahus

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
) ss
County of McKENZIE)

BEFORE ME, the undersigned authority, on this day personally appeared GLENN WAHUS, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of June, 2015.

Notary Public

My Commission Expires: 6/14/2018

County Recorder
McKenzie County
Watford City ND 58854

485330

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EXECUTED this 23 day of June, 2015.

GRANTOR:

Tina Wahus

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
) ss
County of McKENZIE)

BEFORE ME, the undersigned authority, on this day personally appeared TINA WAHUS, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of June, 2015.

Notary Public

My Commission Expires: 6/14/2018

PAUL UPSHAW
Notary Public
State of North Dakota
My Commission Expires June 14, 2018

County Recorder
McKenzie County
Watford City ND 58854

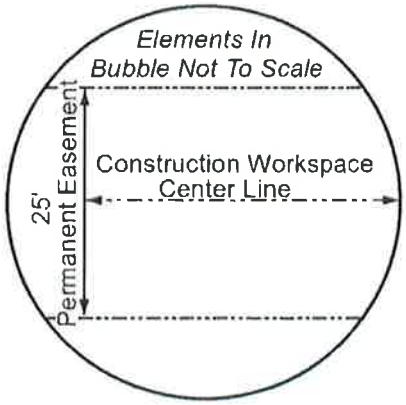
485330

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Exhibit A

MCKENZIE COUNTY, ND

S006-R098W-T149N





ND-MC-103.502.527
Tax ID: 63-00-02850
Glenn Wahus and
Tina Wahus, husband
and wife, as joint
tenants and not as
tenants in common

ROW Length: 330.05 Ft. = 20 Rods
Proposed Permanent Easement: 0.19 Ac.
Temp Easement/ Workspace: 0 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N



0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Glenn Wahus and Tina Wahus, husband and wife, as joint tenants and not as

Tract No.: ND-MC-103.502.527

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Monday, June 08, 2015 9:23:32 AM

485332

Return to:
CONTRACT LAND STAFF LLC
1100 WEISS AVE

BISMARCK ND 58503

County Recorder
McKenzie County
Watford City ND 58854
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Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-104.502.300
PARCEL ID: 630002800
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 19 JUNE 2015, is between **Norman E. Sondrol and Marlene J. Sondrol, as tenants in common**, whose mailing address is **2781 Promontory Drive, Bismarck, ND 58503** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 119.40 acres of land, more or less, situated in the the S½NE¼, Lots 01 and 02 of Section 06, Township 149 North, Range 98 West, McKenzie County, North Dakota, as described in Warranty Deed dated December 17, 1997, from Norman E. Sondrol and Marlene J. Sondrol, husband and wife, to Norman E. Sondrol and Marlene J. Sondrol, as tenants in common, recorded under Document Number 331492, Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

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5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in

fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 19 day of JUNE, 2015.

GRANTOR:

Norman E. Sondrol

Norman E. Sondrol

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
)ss
County of BURLEIGH)

BEFORE ME, the undersigned authority, on this day personally appeared NORMAN E. SONDROL, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19 day of JUNE, 2015.

Paul Upshaw

Notary Public

My Commission Expires: 6/14/2018

485332

County Recorder
McKenzie County
Watford City ND 58854

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PAUL UPSHAW
Notary Public
State of North Dakota
My Commission Expires June 14, 2018

EXECUTED this 19 day of June, 2015.

GRANTOR:

Marlene J. Sondrol

Marlene J. Sondrol

By Norman E. Sondrol P.R.

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
)ss
County of BURLEIGH)

BEFORE ME, the undersigned authority, on this day personally appeared NORMAN E SONDROL, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19 day of June, 2015.

Paul Upshaw

Notary Public

PAUL UPSHAW
Notary Public
State of North Dakota
My Commission Expires June 14, 2018

PAUL UPSHAW
Notary Public
State of North Dakota
My Commission Expires June 14, 2018

County Recorder
McKenzie County
Watford City ND 58854

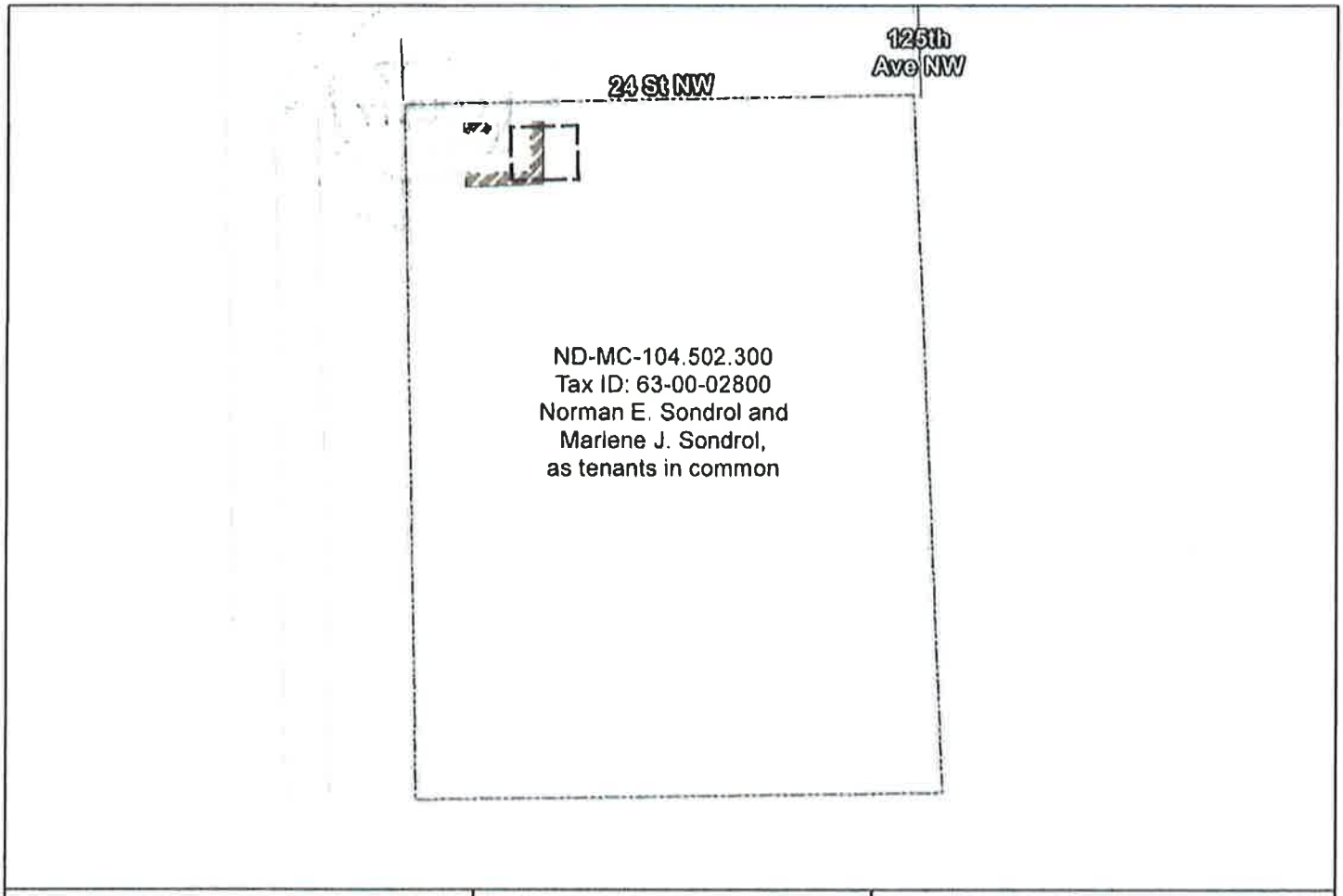
485332

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Exhibit A

MACKENZIE COUNTY, ND

S006-R098W-T149N



ROW Length: 532.25 Ft. = 32.26 Rods
Proposed Permanent Easement: 0.61 Ac.
Temp Easement/ Workspace: 1.39 Ac.
Add Temp Easement/ Workspace: 0.64 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Norman E. Sondrol and Marlene J. Sondrol, as tenants in common

Tract No.: ND-MC-104.502.300

- HDD Workspace
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

M.E.S.

Landowner Initials

Date Exported: Thursday, May 07, 2015 8:39:23 AM

Return to:

CONTRACT LAND STAFF LLC
1100 WEISS AVE

BISMARCK ND 58503

488103

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 8

COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded, 488103

Ann M Johnsrud, County Recorder Fee $31.00

By Ann M Johnsrud Dec 21, 2015 03:29 PM

Re-Rec

CONTRACT LAND STAFF LLC
1100 WEISS AVE
BISMARCK ND 58503

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 12

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-104.502, 109.502, 109.502.300
PARCEL ID: 200021800, 200018700, 200019000, 200019100, 200019200, 200019300, 200022400
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated September 19, 2015, is between **Curtis M. Sorenson and Jennifer J. Sorenson, husband and wife, as joint tenants**, whose mailing address is **12652 22nd Street Northwest, Watford City, ND 58854** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, installing, realigning, replacing, improving, altering, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

Tract 1: All that certain lot, tract or parcel of land, containing 999.77 acres of land, more or less, situated in the SE¼, Section 31, Township 150 North, Range 98 West, McKenzie County, North Dakota, more particularly described in that certain Warranty Deed dated May 07, 2008 from Vernon Lee and Grace Lee, husband and wife, to Curtis Sorenson and Jennifer Sorenson, husband and wife, as joint tenants, recorded as Document Number 378041, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made;

Tract 2: All of Section 28; Parcel 2: The SE¼SE¼ of Section 29 all in Township 150 North, Range 98 West, McKenzie County, North Dakota, as described in that Warranty Deed, dated October 26, 2010, from Grace Lee, a married woman, individually and as Attorney-in-Fact for Vernon Lee, her husband, to Curtis M. Sorenson and Jennifer J. Sorenson, husband and wife, as joint tenants, recorded as Document Number 409682, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made;

Tract 3: NE¼NE¼; Parcel 2: S½NE¼; Parcel 3: NW¼SE¼ being a portion of the SE¼ all in Section 32, Township 150 North, Range 98 West, McKenzie County, North Dakota, as more particularly described in that Warranty Deed

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County Recorder
McKenzie County
Watford City ND 58854

dated October 26, 2010 from Grace Lee, a married woman, individually and as Attorney-in-Fact for Vernon Lee, her husband, to Curtis M. Sorenson and Jennifer J. Sorenson, husband and wife, as joint tenants, recorded as Document Number 409682, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary to exercise the rights granted to it by this

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Watford City ND 58854

Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

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6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages. In the event that the Grantor desires to cross under Grantee's pipeline with water lines or electrical lines, Grantor shall provide Grantee with the plans for such lines not less than ninety (90) days prior to the date that Grantor proposes to so cross Grantee's pipeline. To the extent that such plans provide that the lines proposed by Grantor shall cross Grantee's pipeline at an angle of not less than forty five (45) degrees and spacing of

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Watford City ND 58854

not less than twenty-four (24) inches below Grantee's pipeline, then Grantee agrees to locate the depth of its pipeline by hydro-evacuating to the top of Grantee's pipeline at the location where Grantor proposes to cross under Grantee's pipeline.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the reasonable judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this

Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

EXECUTED this 19TH day of September, 2015

488103

County Recorder
McKenzie County
Watford City ND 58854

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GRANTOR:

Curtis M Sorenson
Curtis M. Sorenson

Re-Record

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unty Recorder
Kenzie County
tford City ND 58854

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Jennifer J Sorenson
Jennifer J. Sorenson

ACKNOWLEDGMENT

State of N. Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Curtis M. Sorenson known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19TH day of September, 2015.

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

Sharon Starks
Notary Public

My Commission Expires: 12/30/20

CORE/1001095.0004.102405798.1

CJ JS Page 5 of 6

ACKNOWLEDGMENT

State of N. Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer J. Sorenson known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19TH day of September, 2015.

Sharon Starks
Notary Public

My Commission Expires: 12/30/20

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

Re-Record

County Recorder
McKenzie County
Watford City ND 58854

490489

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County Recorder
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Watford City ND 58854

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EXHIBIT "B"

1. Grantee shall dismiss from Grantor's property any employees, agents, contractors, subcontractors, servants, or their invitees who materially violate any of the surface use requirements contained in this Agreement. Grantee will act promptly and decisively with respect to such violations and have any violators removed until such time as Grantor's authorized representatives approve the violator's reentry on Grantor's lands.

2. The Grantee shall immediately notify Grantor of any injury or damage resulting from the activities on Grantor's property, including, but not limited to, injury or damage to cattle, and Grantor's personal property, including fire guards, roads, buildings, fences, gates, cattle guards, livestock pens, tanks, windmills, water facilities and similar improvements. Grantee agrees to p ay replacement value or fair market value, whichever is higher, for all such damages or losses for which it acknowledges it is strictly liable.

3. The Grantee shall comply with all applicable governmental laws, rules and regulations, laws while on Grantor's property.

4. The Grantee shall use commercially reasonable measures to minimize the risk of fire resulting from the Grantee's operations on Grantor's property, including, but not limited to, (i) prohibiting smoking or open fires on Grantor's property, (ii) maintaining mufflers and spark arresters on equipment in proper working order and watching out for rocks and metal when moving, and (iii) avoiding driving or parking vehicles in grassy areas where tall, dry grass can come into contact with catalytic converter on the underside of a vehicle.

5. The Grantee and its employees, agents, and contractors shall not make recreational use of the Easement or Grantor's remaining property. No hunting. No fishing. No fire arms. No dogs. No Alcohol. This prohibition extends to no hunting of artifacts.

6. The Grantee must remove from the Easement all trash or debris resulting from the Grantee's activities on the property on a daily basis.

7. All Grantee vehicles must maintain speeds below 20 miles per hour while on Grantor's property.

8. Except as otherwise provided in this Agreement, the Grantee shall not store supplies or equipment, or park outside of the Easement and Temporary Work Space.

9. Grantee shall be responsible for all reasonable expenses associated with livestock retrieval work resulting from gates or fences left open by Grantee. Grantee has no responsibility to pay for expenses associated with livestock retrieval work not resulting from its actions.

10. Grantor agrees that the consideration paid by Grantee in this agreement includes any and all costs incurred by Grantor for installing fencing, whether temporary or permanent, along and outside the boundaries of the Easements after the initial construction of the pipeline so as to prevent Grantor's livestock from entering the Easements. Grantee is not responsible for the removal or disposal of such fencing.

11. During initial construction of Facilities, Grantor's authorized representative shall be supplied the 24-hour contact number of an authorized representative or construction supervisor who has authority to act on Grantee's behalf.

12. Fence crossings must be built prior to crossing fence. Such crossings, gates and braces shall be built to the following specifications: "H" braces shall be constructed of minimum schedule 40 pipe, with the minimum outside diameter of three and one-half inches (3.5"). Spacings between posts will be a minimum of six feet (6') between posts, and a minimum of seven feet (7') between post and deadmen. Minimum posthole depth is forty-eight inches (48").

13. Grantee will be responsible for damages to Grantor's real property, improvements, and livestock resulting from any fire caused by Grantor's use of Easement.

14. If applicable, all road crossings will be padded with gravel or base selected by Grantee and watered and bladed consistent with industry standards unless the road is bored.

15. Should Grantor's livestock be injured or killed as a result of Grantee's construction, operation, or maintenance of the pipeline, the greater of either the prevailing rate in the area for similar livestock, or replacement costs, whichever is greater, shall be paid.

16. After the completion of the initial construction of Grantee's pipeline, Grantee shall be liable for repairs and replacement and to pay to Grantor fair and reasonable damages, if any, cause by Grantee's operations to Grantor's real and personal property, including fire guards, roads, buildings, fences, gates, cattle guards, livestock pens, tanks, windmills, water facilities, and other improvements.

488103

County Recorder

McKenzie County
Watford City ND 58854

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490489

County Recorder

McKenzie County
Watford City ND 58854

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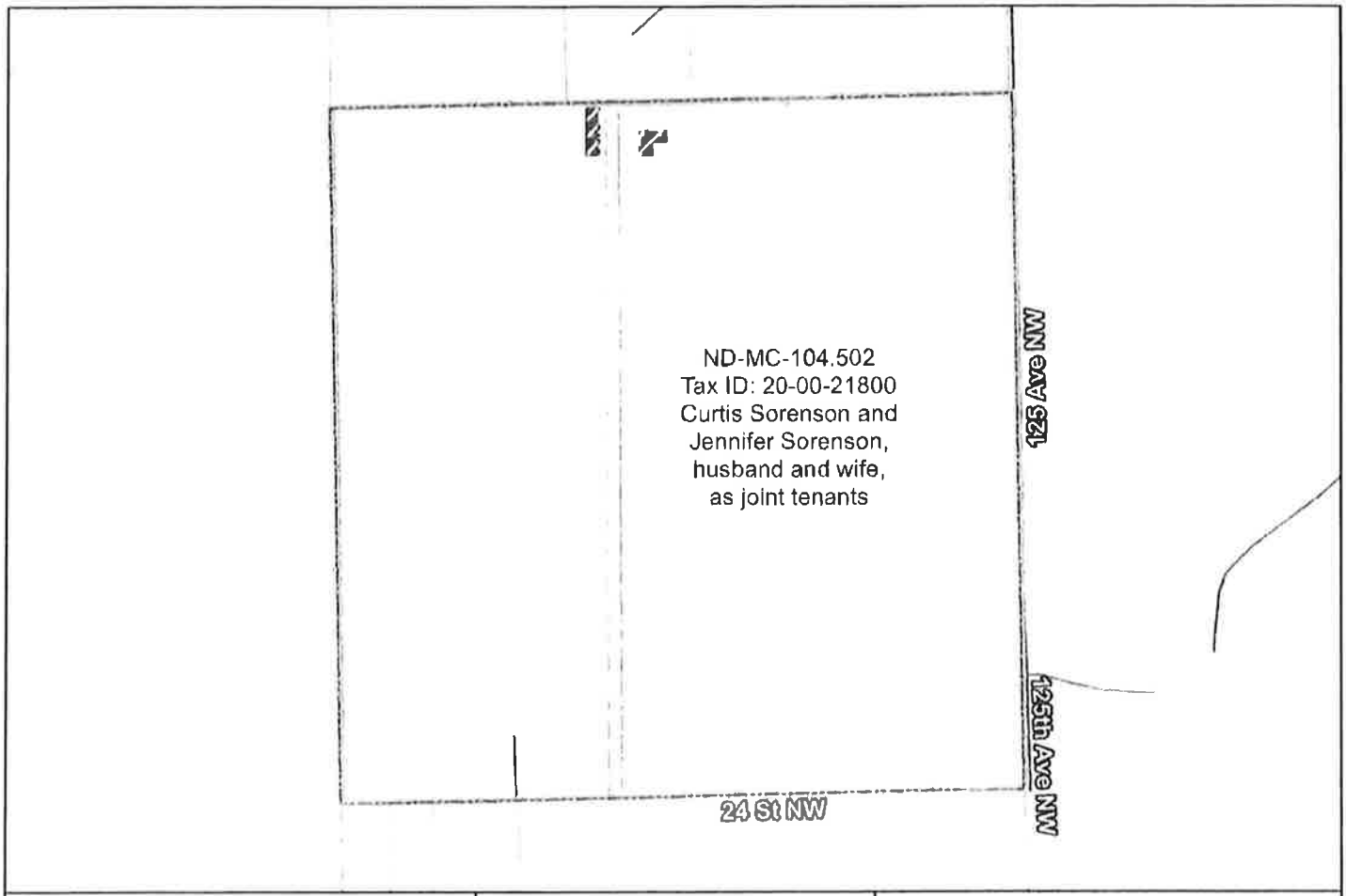
Re-Record

Exhibit A

MCKENZIE COUNTY, ND

S031-R098W-T150N

Re-Record



ROW Length: 3290 Ft. = 199.39 Rods
Proposed Permanent Easement: 3.53 Ac.
Temp Easement/ Workspace: 7.18 Ac.
Add Temp Easement/ Workspace: 0.41 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Curtis Sorenson and Jennifer Sorenson, husband and wife, as joint tenants

Tract No.: ND-MC-104.502

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

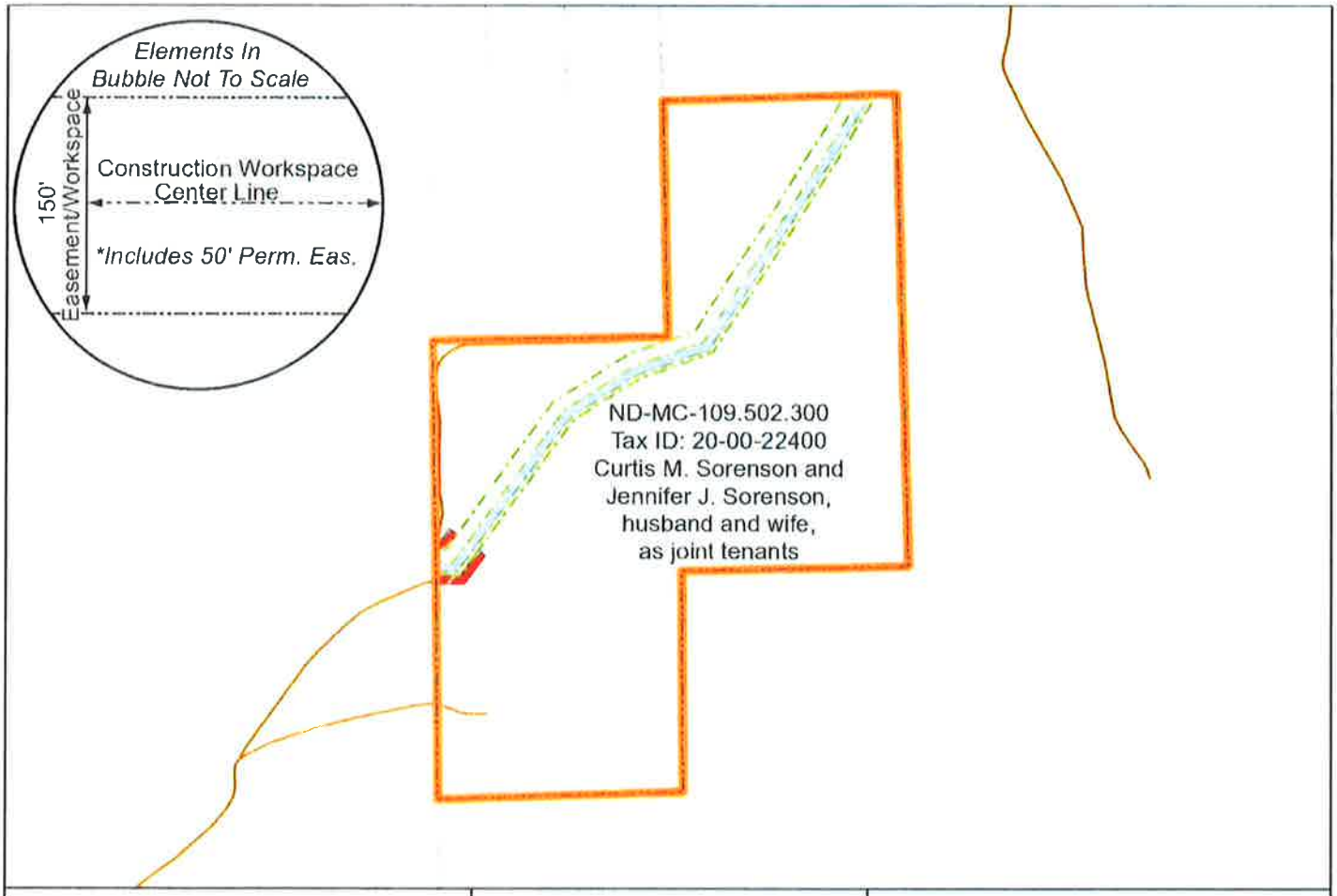
Date Exported: Thursday, May 07, 2015 8:23:19 AM

Exhibit A

MCKENZIE COUNTY, ND

S032-R098W-T150N

Re-Record



ROW Length: 3700.61 Ft. = 224.28 Rods
Proposed Permanent Easement: 4.25 Ac.
Temp Easement/ Workspace: 8.35 Ac.
Add Temp Easement/ Workspace: 0.54 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across: Curtis M. Sorenson and Jennifer J. Sorenson, husband and wife, as joint

Tract No.: ND-MC-109.502.300

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

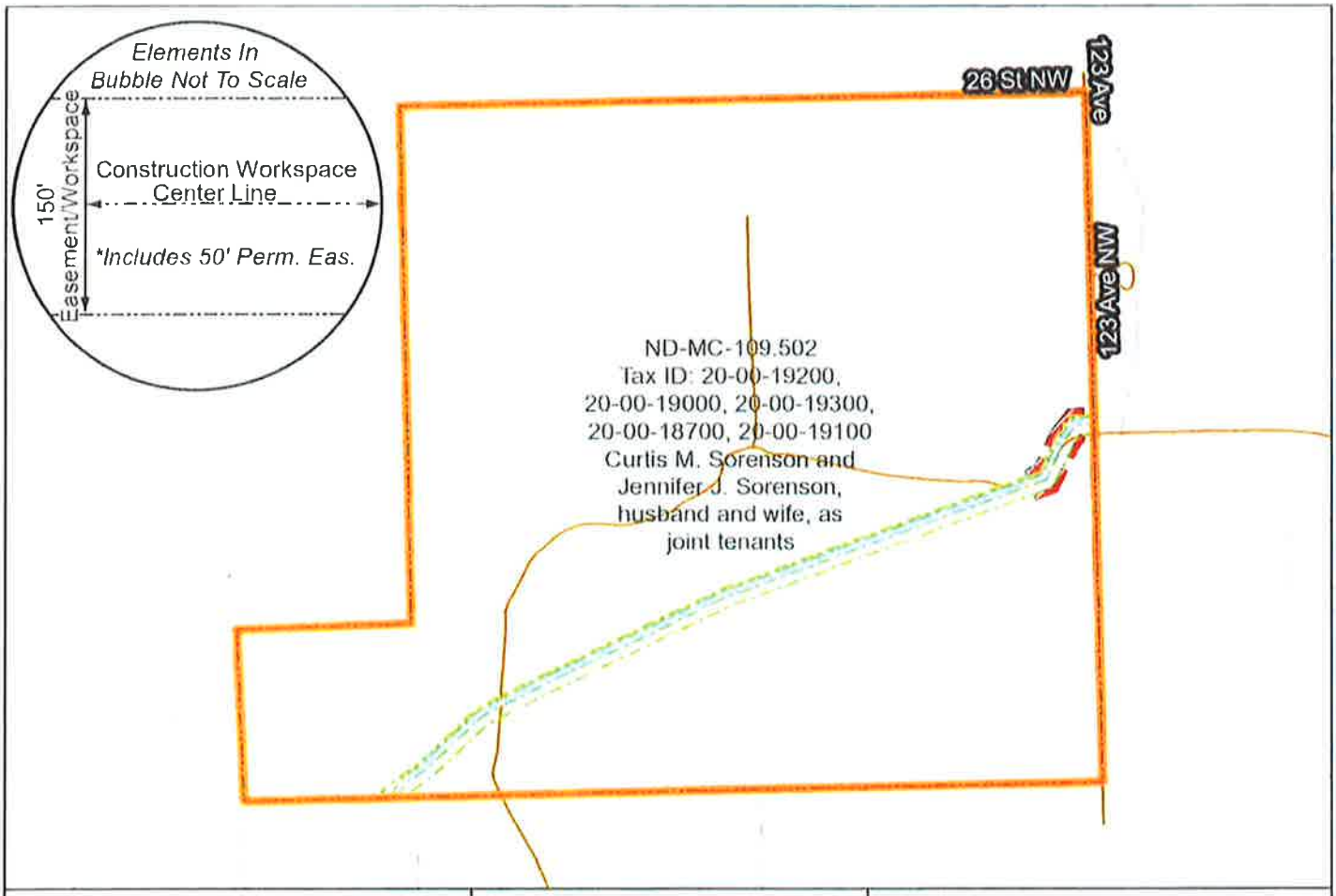
Landowner Initials

Date Exported: Monday, September 14, 2015 3:31:31 PM

Exhibit A

MCKENZIE COUNTY, ND

S029-R098W-T150N



ROW Length: 6267.51 Ft. = 379.85 Rods
Proposed Permanent Easement: 7.19 Ac.
Temp Easement/ Workspace: 14.38 Ac.
Add Temp Easement/ Workspace: 1.32 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

Feet
0 1,000 2,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across: Curtis M. Sorenson and Jennifer J. Sorenson, husband and wife, as joint

Tract No.: ND-MC-109.502

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

CS
Landowner Initials

Date Exported: Monday, September 14, 2015 3:27:57 PM

Return to:
CONTRACT LAND STAFF
1100 WEISS AVE

BISMARCK ND 58503

488707

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 16

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-105.502.100
PARCEL ID: 20-00-22150
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated November 12, 2015, is between **Robby Lindley and Renae Lindley, husband and wife, as joint tenants,** whose mailing address is **2461 125th Avenue Northwest, Watford City, ND 58854** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 56.10 acres of land, more or less, situated in the NE¼ (IT #2606) containing 51.10 acres, more or less 5.00 acres out of the IT #1904 PT of the NE1/4 of Section 31, Township 150 North, Range 98 West of the 5th P.M., McKenzie County, North Dakota, as described in the certain Warranty Deed dated December 18, 2012 from Edward I. Schilke and Charlotte A. Schilke, husband and wife, to Robby Lindley and Renae Lindley, husband and wife, as joint tenants, recorded as Document Number 447801, County Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

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55

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in

fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

County Recorder
McKenzie County
Watford City ND 58854

488707

Page 4 of 16

EXECUTED this 12th day of November, 2015.

GRANTOR:

Robby Lindley

Robby Lindley

Renae Lindley

Renae Lindley

488707

County Recorder
McKenzie County
Watford City ND 58854

GRANTEE:

DAKOTA ACCESS, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Robby Lindley and Renae Lindley, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 12th day of November, 2015.

ROSS L. SUNDEEN
Notary Public
State of North Dakota
My Commission Expires Nov. 24, 2017

Notary Public

My Commission Expires:_____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of December, 2015.

MARIA E. ACOSTA
Notary Public, State of Texas
My Commission Expires
November 19, 2017

Maria E Acosta
Notary Public, State of Texas

My Commission Expires: 11-19-2017

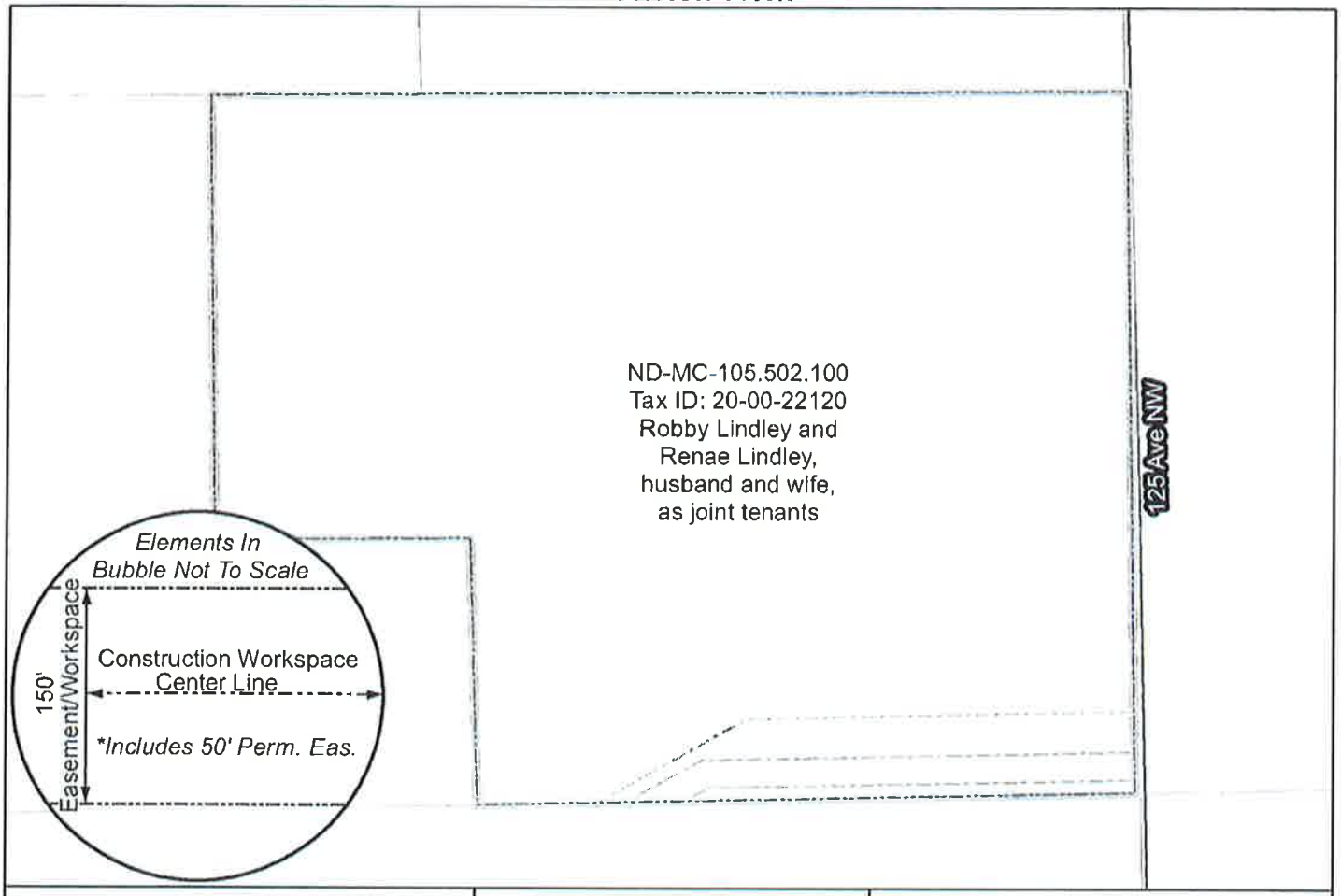
488707

County Recorder
McKenzie County
Watford City ND 58854

Page 6 of 16

Exhibit A

MCKENZIE COUNTY, ND
S031-R098W-T150N



ROW Length: 895.54 Ft. = 54.28 Rods
Proposed Permanent Easement: 1.03 Ac.
Temp Easement/ Workspace: 1.88 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 500 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Robby Lindley and Renae Lindley, husband and wife, as joint tenants

Tract No.: ND-MC-105.502.100

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

RL RL
Landowner Initials

Date Exported: Monday, September 14, 2015 3:22:59 PM

EXHIBIT B
TO
EASEMENT AGREEMENT

Robby Lindley and Renae Lindley, husband and wife, as joint tenants, herein referred to as "GRANTOR"

Dakota Access, L.L.C. - herein referred to as "GRANTEE"

REGARDLESS OF LANGUAGE TO THE CONTRARY CONTAINED IN THE EASEMENT AGREEMENT THE FOLLOWING SHALL CONTROL:

Definitions:
"GRANTOR" means **Robby Lindley and Renae Lindley**, their employees, agents, contractors and invitees.

"GRANTEE" means **Dakota Access, L.L.C.**, its employees, agents, contractors, and invitees.

"Easement Corridor" or "Pipeline Corridor" means that area lying within the easement boundaries here granted.

PIPELINE INSTALLATION DAMAGES: GRANTEE shall be responsible for all damages caused by it during and after the installation of the pipeline contemplated by the Easement Agreement.

PIPELINE: This Exhibit B provides GRANTEE the privilege to lay, construct, maintain, operate, repair, replace, inspect, and remove one pipeline contemplated by the Easement Agreement.

1. **Number of Pipeline(s), Easement Width and Depth**: Installation and easement is limited to one pipeline within the easement corridor, installed no less than forty eight inches (48") from the top of the pipe to the surface of the ground, together with necessary underground fittings, appliances and associated equipment.

2. **Consultation**: GRANTOR and GRANTEE agree that any pipeline to be constructed under the terms of this Agreement shall be in consultation with the GRANTOR.

3. **Route and Map Incorporation**: The route of the pipeline shall be pre-determined before construction shall begin. A map shall be attached to and incorporated herein for the purpose of the proposed pipeline route; this route may be changed upon GRANTEE's consultation with and written approval of GRANTOR.

4. **Construction Start Date**: intentionally omitted.

5. **Time by which construction must be completed**: GRANTEE agrees to construct and install the pipeline within the Easement Corridor no later than **December 31, 2020.** If the pipeline is not constructed during this time period, the GRANTEE will be deemed to have abandoned the rights to construct the pipeline; and this Easement will terminate.

6. **Term of Agreement and Term Extension:** The duration of this Easement shall be for ninety-nine (99) years.

7. **Compensation**: GRANTEE has agreed to compensate GRANTOR a specific monetary sum for the usual, ordinary and expected damages incurred during the installation of a pipeline and reclamation of the pipeline corridor and access points. GRANTEE shall compensate GRANTOR for future loss, if any, as provided in Paragraph 11 below; and extra-ordinary and unexpected damages.

8. **Tenant/Farmer Direct Payment**: intentionally omitted.

9. **Payment for Additional Disturbances**: GRANTEE shall pay GRANTOR for any entry after initial construction of the pipeline that results in additional surface damages, including damages to crops, grasslands or livestock or improvements.

10. **Nonexclusive easement:** This easement is nonexclusive. GRANTOR shall be permitted to grant easements to others that parallel and/or cross GRANTEE's easement; however such future easements granted that run parallel to GRANTEE's easement shall not lie within the easement corridor here granted without GRANTEE's consent – which said consent shall not be unreasonably withheld. Any future easements granted by GRANTOR that cross the easement corridor must not unreasonably interfere with GRANTEE's use of its easement. GRANTOR reserves the right to farm, graze and otherwise fully use and enjoy the Easement Corridor, provided GRANTOR agrees not to construct or create any obstruction (including planted trees), structure, impound water, construct a canal or any other engineering work on the Easement Corridor that will interfere with the rights and interests of GRANTEE herein granted.

11. **Future loss:** GRANTEE shall be liable for any damage to GRANTOR and GRANTOR's property (whether real or personal) in excess of usual, expected and ordinary damage sustained during initial construction, installation, inspection, maintenance, repair, replacement, removal and reclamation of the pipeline(s). Such damage includes but is not limited to personal injury or death of GRANTOR; damage, injury or death to livestock; and damage to lands within and adjacent to the easement corridor.

    - In the event such excess damage or injury is a result of GRANTEE's operations and/or activities, GRANTEE will pay reasonable compensation to GRANTOR for such loss.

- GRANTEE shall also be responsible for any damage caused by activities of its subcontractors during the construction, installation, inspection, maintenance, repair, replacement, removal and reclamation of said pipeline(s).

Nothing in this paragraph shall impose liability upon GRANTEE for the negligence, reckless or intentional acts of GRANTOR.

12. **Hold Harmless and Indemnification:** GRANTEE agrees to indemnify, defend and hold the GRANTOR harmless from the claims and demands of all parties arising out of its operations and/or activities relating to the construction, installation, reclamation, use, inspection and maintenance of the pipeline or easement corridor.

    - The GRANTEE also undertakes and does hereby agree to defend, hold harmless and indemnify GRANTOR from any and all liability, costs, and attorney's fees the GRANTOR may suffer as a result of claims, demands, costs, or judgments against GRANTOR, arising out GRANTEE's activities and/or operations on GRANTOR's property, including but not limited to any environmental damage caused by the GRANTEE and GRANTEE'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. This hold harmless and indemnification shall also include, but is not be limited to, any claims by contractors, subcontractors or others for money owed to them as a result of construction, installation, repair or maintenance of GRANTEE's pipeline or easement. This indemnification and hold harmless shall also include any award of damages against GRANTOR for acts of negligence, reckless or intentional conduct of GRANTEE, its employees or its agents.

Nothing in this paragraph shall impose liability upon GRANTEE for the negligence, reckless or intentional acts of GRANTOR.

13. **Gates and Fencing:** Upon request, GRANTEE shall, within reason as determined by GRANTEE, 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 initial construction and installation of pipeline so as to avoid injury to or interference with GRANTOR during said construction; OR GRANTEE shall compensate GRANTOR for the foregoing prior to construction.

    .....

    - if GRANTOR should so desire, GRANTOR may place a fence capable of turning livestock across or adjacent to the easement corridor after the

pipeline has been installed, provided that GRANTOR shall perform any such construction within the Easement in a safe manner.

14. **INGRESS and EGRESS TO PIPELINE FOR INSPECTION AND REPAIR:** GRANTEE shall make reasonable good faith efforts to notify GRANTOR in advance before accessing the pipeline for inspection and repair and shall use existing roads or trails or the pipeline corridor for ingress and egress to inspect or repair the pipeline, unless such ingress or egress required is due to an emergency, or GRANTOR is notified and gives consent to use other ingress and egress points.

15. **Notification of Surface Activities:** Before entering the GRANTOR's land, GRANTEE shall make good faith efforts to notify GRANTOR in advance of proposed, non-emergency activities to be conducted upon the surface of the said land.

16. **Daylighting of Pipeline:** Intentionally omitted.

17. **Surface structures:** GRANTEE agrees there shall be no above ground installations, surface equipment, structures or apparatus associated with the pipeline to be installed on the Easement without the express, written consent of GRANTOR, except pipeline markers test leads or rectifiers at fence lines, roadways, railroads, ditches and waterways, or as required by applicable law.

18. **Mineral Reservation, including Aggregates:** GRANTOR reserves all oil, gas, and other minerals on and under said lands, including, but not limited to gravel, clay and scoria that GRANTOR owns at the time GRANTOR executes this Easement Agreement.

19. **Commercial Deposits of Scoria, Sand and Gravel:** GRANTOR shall have the right to exploit and/or mine all commercial quantities of coal, scoria, gravel, sand and/or aggregates [hereinafter collectively "surface minerals"] on or under the lands described in the Easement; provided, however, this clause shall not serve to terminate or amend any existing mineral or materials leases.

    Should GRANTEE'S pipeline interfere with GRANTOR's right to exploit or mine any surface minerals GRANTEE shall either:

    (i) Pay for the value of the surface minerals in place in lieu of GRANTOR exploiting and/or mining the same;

    - it is the intent of the parties that GRANTOR be paid for surface minerals that cannot be exploited or mined as a result of the pipeline presence, not just surface minerals located only within the easement corridor.

(ii) Exploit or mine to the satisfaction of GRANTOR the surface minerals before installation of the pipeline and stockpile the same on GRANTOR'S adjacent lands.

- Should GRANTEE elect to exploit or mine and remove the material during the installation of the pipeline or at any time thereafter, it shall stockpile the minerals as noted above, and GRANTOR shall provide a location suitable for the stockpile at no cost to GRANTEE.

The Parties will enter into an agreement suitable for whichever above activity GRANTEE selects describing the rights and responsibilities of the Parties.

Before GRANTEE is required to pay under the provisions above, surface mineral(s) must be first mined in an area near or adjacent to the easement corridor and perform reasonable testing to confirm that the commercial vein of such surface mineral(s) lies within the pipeline corridor..

20. **Debris & Rocks:** GRANTEE shall remove all debris, pick rocks four (4") inches in diameter or larger brought to surface and either remove them or bury them at a location designated by GRANTOR, replace topsoil to as near preconstruction condition as possible, compact trench and restore the disturbed area. GRANTEE shall take immediate steps to remove or bury within sixty (60) days from date of written notice unless such period is extended with consent of GRANTOR.

21. **Control of Weeds:** GRANTEE shall employ timely efforts to control and prevent weeds from growing and going to seed on and in the pipeline corridor for a period of time required by Grantee's permits and authorizations but in no case less than three (3) growing seasons following reclamation of the pipeline corridor after the final pipeline is installed.

22. **Restoration of Disturbed areas:** All disturbed surfaces which are not tilled crop land will be re-seeded at GRANTEE's expense with either of the following as determined by GRANTOR:
    (i) an approved local NRCS seed mixture; or
    (ii) same seed as was growing in the area prior to disruption.

GRANTEE 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 GRANTEEs entry upon the lands. GRANTOR shall have the right for a period not to exceed three (3) years from date of completion of the pipeline to make reasonable determination that the ground and foliage has been satisfactorily been restored.

During construction and installation or maintenance or repair of the pipeline, topsoil shall be set aside and then 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.

23. **Restoration Upon Abandonment:** Upon final abandonment of the pipeline GRANTEE shall comply with all Local, State and Federal rules or regulations concerning the same. GRANTEE shall remain responsible for any hazardous or dangerous condition relating to the pipeline.

24. **Miscellaneous:**

- GRANTEE must comply with the North Dakota Environmental Construction Plan on file with the North Dakota Public Service Commission.

- GRANTEE 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.

- During reclamation GRANTEE 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 GRANTEE.

- GRANTEE will take all steps reasonably necessary to prevent erosion of the easement corridor.

- Confidentiality provisions in the Pipeline Right of Way Grant, Release of Damages or payment agreement if any are hereby struck and void.

- GRANTOR must approve all fence repairs. Such approval will not to be unreasonable withheld.

- GRANTEE agrees that if a water flowing spring develops during and resulting from the construction of the pipeline, and the spring continues to flow or cause a wetland like area in otherwise agriculturally productive lands the GRANTEE shall pay for the total value of lost production and shall continue to pay per harvest year as long as the lands are not able to produce crop. The price paid shall be an amount equal to the total amount of acres burdened by water damage multiplied by the commodity price of crop planted on adjacent acreage and the corresponding yield.

25. **Abandonment by nonuse:** If any of GRANTEE's pipeline(s) are abandoned by non-use, or by not maintaining the same as required by any applicable regulatory authority, for a period of thirty-six (36) consecutive months, this Easement Agreement becomes null and void and will be released of record and GRANTEE's rights to the same shall automatically, without out further action on the part of GRANTOR, revert to the GRANTOR.

    - Upon abandonment as provided above, GRANTEE will make every effort to render pipeline clean and safe for dormancy.

    - GRANTEE at its expense shall remove the pipeline from GRANTOR's property, if a local, state, or federal government agency or other governing regulatory body requires at any time that the pipeline is to be removed.

    The provisions of the paragraph shall not apply for any period of time when such non-use or failure to maintain the pipeline is the result of enforcement or any governmental rule or regulation temporarily prohibiting the use of the pipeline.

26. **Right to Cure:** In the event GRANTOR deems or considers GRANTEE to be in default of any provision or requirement, GRANTOR shall provide written notice to GRANTEE of said default and GRANTEE shall then have **sixty (60)** days from receipt of said notice to commence to cure or contest the claimed default.

    A. The Pipeline trench must be fully backfilled and topsoil must be replaced on the Easement Corridor immediately following construction.

    B. Contractor must stay on the agreed Easement, existing lease roads or public highways during the construction phase under this Easement Agreement, unless otherwise consented to by GRANTOR;

    C. No livestock will be let out by GRANTEE. Gates, if any, shall remain closed at all times while GRANTEE is on the right of way. All permanent gates installed shall be steel gates; no wire gates. During initial construction, fence gaps shall be no wider than fifty (50) feet without additional pole support and shall in all cases have sufficient tension to turn back livestock.

    D. GRANTOR shall notify GRANTEE about the location(s) of a sinkhole (if any) that is located in the easement corridor, or caused by GRANTEE's activities; and GRANTEE shall take immediate steps to fill in the sinkhole.

GRANTEE upon GRANTOR providing notice or contact concerning the above items shall make at a minimum contact with GRANTOR within 24 hours by telephone, email, facsimile transmission or in person acknowledging notice from or contact by GRANTOR.

27. **No warranty of title:** GRANTOR does not warrant or guarantee title to the easement granted. GRANTEE is put on notice that the easement may be subject to superior rights, including but not limited to rights of mineral development that precede this grant of easement.

28. **Attorney's fees:** Should GRANTOR engage legal counsel to enforce any provision of the Easement including this Exhibit, and should the Court rule in favor of the GRANTOR whether in whole or in part, GRANTEE shall be responsible for GRANTOR's reasonable attorney's fees and costs.

29. **GRANTEE's Current Contact Information for Purpose of Notice:** Should GRANTOR be required to provide notice or otherwise need to contact GRANTEE for any matter relating to this easement, GRANTEE may be notified and contacted at:

    DAKOTA ACCESS, LLC
    ATTN: Land and Right of Way
    1300 Main Street
    Houston, Texas 77002
    Telephone: (713) 989-1000

30. **Notice:** If GRANTEE's contact information should change, GRANTEE shall promptly provide GRANTOR a change of mailing address, telephone number and email address to which GRANTOR may provide notice when required under this Agreement. Until GRANTOR receives such notice in writing from GRANTEE, notice to the above address shall be deemed sufficient for purposes of this Agreement.

    - **If GRANTEE assigns or otherwise conveys its interest or rights hereunder to another, GRANTEE shall provide GRANTOR contact information within thirty (30) days of assignment.** Until GRANTOR receives such notice in writing from GRANTEE, notice to the above address shall be deemed sufficient for purposes of this Agreement.

BINDING EFFECT: Provisions of the Exhibit are binding upon the GRANTOR and GRANTEE, their heirs, assigns and estates.

GRANTOR

Bobby Lindley

Renae Lindley

County Recorder 488707

McKenzie County
Watford City ND 58854

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COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded, 488707

Ann M Johnsrud, County Recorder Fee $55.00

By Alicia Madsen Deputy Jan 11, 2016 02:20 PM

COUNTY RECORDER
McKENZIE COUNTY
STATE OF NORTH DAKOTA

488107

Return to:
CONTRACT LAND STAFF LLC
1100 WEISS AVE
BISMARCK ND 58503

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 16

COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded. 488107
Ann M Johnsrud, County Recorder Fee $55.00
By Ann M Johnsrud Dec 21, 2015 03:29 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-106.502
PARCEL ID: 20-00-22600
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated October 20, 2015, is between **Edward I. Schilke and Charlotte A. Schilke, husband and wife, as tenants in common,** whose mailing address is **Box 637, Watford City, ND 58854** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 149.29 acres of land, more or less, situated in the Northwest Quarter (NW¼), Section Thirty-two (32), Township 150 North, Range 98 West, McKenzie County, North Dakota, more particularly described in Warranty Deed dated October 17, 2008 from Edward I. Schilke and Charlotte A. Schilke, husband and wife, to Edward I. Schilke and Charlotte A. Schilke, husband and wife, as tenants in common, recorded as Document Number 383219, office of County Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

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Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

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McKenzie County
Watford City ND 58854

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fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

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McKenzie County
Watford City ND 58854

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EXECUTED this 20th day of October, 2015.

GRANTOR:

Edward I. Schilke

Charlotte A. Schilke

GRANTEE:

DAKOTA ACCESS, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Edward I. Schilke and Charlotte A. Schilke, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of October, 2015.

MEGAN OLSON
Notary Public
State of North Dakota
My Commission Expires Dec. 11, 2020

Notary Public

My Commission Expires:_____

County Recorder
McKenzie County
Watford City ND 58854

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ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, 2015.



Notary Public, State of Texas

My Commission Expires:_____

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EXHIBIT B
TO
EASEMENT AGREEMENT

Edward I. Schilke and Charlotte A. Schilke, herein referred to as "GRANTOR"

Dakota Access, L.L.C. - herein referred to as "GRANTEE"

REGARDLESS OF LANGUAGE TO THE CONTRARY CONTAINED IN THE EASEMENT AGREEMENT THE FOLLOWING SHALL CONTROL:

Definitions:
"GRANTOR" means her/his/their employees, agents, contractors and invitees.

"GRANTEE" means **Dakota Access, L.L.C.**, its employees, agents, contractors, and invitees.

"Easement Corridor" or "Pipeline Corridor" means that area lying within the easement boundaries here granted.

PIPELINE INSTALLATION DAMAGES: GRANTEE shall be responsible for all damages caused by it during and after the installation of the pipeline contemplated by the Easement Agreement.

PIPELINE: This Exhibit B provides GRANTEE the privilege to lay, construct, maintain, operate, repair, replace, inspect, and remove one pipeline contemplated by the Easement Agreement.

1. **Number of Pipeline(s), Easement Width and Depth**: Installation and easement is limited to one pipeline within the easement corridor together with necessary underground fittings, appliances and associated equipment.

2. **Consultation**: GRANTOR and GRANTEE agree that any pipeline to be constructed under the terms of this Agreement shall be in consultation with the GRANTOR.

3. **Route and Map Incorporation**: The route of the pipeline shall be pre-determined before construction shall begin. A map shall be attached to and incorporated herein for the purpose of the proposed pipeline route; this route may be changed upon GRANTEE's consultation with and written approval of GRANTOR.

4. **Construction Start Date**: intentionally omitted.

5. **Time by which construction must be completed**: GRANTEE agrees to construct and install the pipeline within the Easement Corridor no later than **December 31,**

2020. If the pipeline is not constructed during this time period, the GRANTEE will be deemed to have abandoned the rights to construct the pipeline; and this Easement will terminate.

6. **Term of Agreement and Term Extension:** The duration of this Easement shall be for ninety-nine (99) years.

7. **Compensation**: GRANTEE has agreed to compensate GRANTOR a specific monetary sum for the usual, ordinary and expected damages incurred during the installation of a pipeline and reclamation of the pipeline corridor and access points. GRANTEE shall compensate GRANTOR for future loss, if any, as provided in Paragraph 11 below; and extra-ordinary and unexpected damages.

8. **Tenant/Farmer Direct Payment**: intentionally omitted.

9. **Payment for Additional Disturbances**: GRANTEE shall pay GRANTOR for any entry after initial construction of the pipeline that results in additional surface damages, including damages to crops, grasslands or livestock or improvements.

10. **Nonexclusive easement:** This easement is nonexclusive. GRANTOR shall be permitted to grant easements to others that parallel and/or cross GRANTEE's easement; however such future easements granted that run parallel to GRANTEE's easement shall not lie within the easement corridor here granted without GRANTEE's consent – which said consent shall not be unreasonably withheld. Any future easements granted by GRANTOR that cross the easement corridor must not unreasonably interfere with GRANTEE's use of its easement. GRANTOR reserves the right to farm, graze and otherwise fully use and enjoy the Easement Corridor, provided GRANTOR agrees not to construct or create any obstruction (including planted trees), structure, impound water, construct a canal or any other engineering work on the Easement Corridor that will interfere with the rights and interests of GRANTEE herein granted.

11. **Future loss:** GRANTEE shall be liable for any damage to GRANTOR and GRANTOR's property (whether real or personal) in excess of usual, expected and ordinary damage sustained during initial construction, installation, inspection, maintenance, repair, replacement, removal and reclamation of the pipeline(s). Such damage includes but is not limited to personal injury or death of GRANTOR; damage, injury or death to livestock; and damage to lands within and adjacent to the easement corridor.

    - In the event such excess damage or injury is a result of GRANTEE's operations and/or activities, GRANTEE will pay reasonable compensation to GRANTOR for such loss.

- GRANTEE shall also be responsible for any damage caused by activities of its subcontractors during the construction, installation, inspection, maintenance, repair, replacement, removal and reclamation of said pipeline(s).

Nothing in this paragraph shall impose liability upon GRANTEE for the negligence, reckless or intentional acts of GRANTOR.

12. **Hold Harmless and Indemnification:** GRANTEE agrees to indemnify, defend and hold the GRANTOR harmless from the claims and demands of all parties arising out of its operations and/or activities relating to the construction, installation, reclamation, use, inspection and maintenance of the pipeline or easement corridor.

    - The GRANTEE also undertakes and does hereby agree to defend, hold harmless and indemnify GRANTOR from any and all liability, costs, and attorney's fees the GRANTOR may suffer as a result of claims, demands, costs, or judgments against GRANTOR, arising out GRANTEE's activities and/or operations on GRANTOR's property, including but not limited to any environmental damage caused by the GRANTEE and GRANTEE'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. This hold harmless and indemnification shall also include, but is not be limited to, any claims by contractors, subcontractors or others for money owed to them as a result of construction, installation, repair or maintenance of GRANTEE's pipeline or easement. This indemnification and hold harmless shall also include any award of damages against GRANTOR for acts of negligence, reckless or intentional conduct of GRANTEE, its employees or its agents.

Nothing in this paragraph shall impose liability upon GRANTEE for the negligence, reckless or intentional acts of GRANTOR.

13. **Gates and Fencing:** Upon request, GRANTEE shall, within reason as determined by GRANTEE, 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 initial construction and installation of pipeline so as to avoid injury to or interference with GRANTOR during said construction; OR GRANTEE shall compensate GRANTOR for the foregoing prior to construction.

    - if GRANTOR should so desire, GRANTOR may place a fence capable of turning livestock across or adjacent to the easement corridor after the pipeline has been installed, provided that GRANTOR shall perform any such construction within the Easement in a safe manner.

14. **INGRESS and EGRESS TO PIPELINE FOR INSPECTION AND REPAIR:** GRANTEE shall make reasonable good faith efforts to notify GRANTOR in advance before accessing the pipeline for inspection and repair and shall use existing roads or trails or the pipeline corridor for ingress and egress to inspect or repair the pipeline, unless such ingress or egress required is due to an emergency, or GRANTOR is notified and gives consent to use other ingress and egress points.

15. **Notification of Surface Activities:** Before entering the GRANTOR's land, GRANTEE shall make good faith efforts to notify GRANTOR in advance of proposed, non-emergency activities to be conducted upon the surface of the said land.

16. **Daylighting of Pipeline:** Intentionally omitted.

17. **Surface structures:** GRANTEE agrees there shall be no above ground installations, surface equipment, structures or apparatus associated with the pipeline to be installed on the Easement without the express, written consent of GRANTOR, except pipeline markers test leads or rectifiers at fence lines, roadways, railroads, ditches and waterways, or as required by applicable law.

18. **Mineral Reservation, including Aggregates:** GRANTOR reserves all oil, gas, and other minerals on and under said lands, including, but not limited to gravel, clay and scoria that GRANTOR owns at the time GRANTOR executes this Easement Agreement.

19. **Commercial Deposits of Scoria, Sand and Gravel:** GRANTOR shall have the right to exploit and/or mine all commercial quantities of coal, scoria, gravel, sand and/or aggregates [hereinafter collectively "surface minerals"] on or under the lands described in the Easement; provided, however, this clause shall not serve to terminate or amend any existing mineral or materials leases.

    Should GRANTEE'S pipeline interfere with GRANTOR's right to exploit or mine any surface minerals GRANTEE shall either:

    (i) Pay for the value of the surface minerals in place in lieu of GRANTOR exploiting and/or mining the same;

    - it is the intent of the parties that GRANTOR be paid for surface minerals that cannot be exploited or mined as a result of the pipeline presence, not just surface minerals located only within the easement corridor.

(ii) Exploit or mine to the satisfaction of GRANTOR the surface minerals before installation of the pipeline and stockpile the same on GRANTOR'S adjacent lands.

- Should GRANTEE elect to exploit or mine and remove the material during the installation of the pipeline or at any time thereafter, it shall stockpile the minerals as noted above, and GRANTOR shall provide a location suitable for the stockpile at no cost to GRANTEE.

The Parties will enter into an agreement suitable for whichever above activity GRANTEE selects describing the rights and responsibilities of the Parties.

Before GRANTEE is required to pay under the provisions above, surface mineral(s) must be first mined in an area near or adjacent to the easement corridor and perform reasonable testing to confirm that the commercial vein of such surface mineral(s) lies within the pipeline corridor..

20. **Debris & Rocks:** GRANTEE shall remove all debris, pick rocks four (4") inches in diameter or larger brought to surface and either remove them or bury them at a location designated by GRANTOR, replace topsoil to as near preconstruction condition as possible, compact trench and restore the disturbed area. GRANTEE shall take immediate steps to remove or bury within sixty (60) days from date of written notice unless such period is extended with consent of GRANTOR.

21. **Control of Weeds:** GRANTEE shall employ timely efforts to control and prevent weeds from growing and going to seed on and in the pipeline corridor for a period of time required by Grantee's permits and authorizations but in no case less than three (3) growing seasons following reclamation of the pipeline corridor after the final pipeline is installed.

22. **Restoration of Disturbed areas:** All disturbed surfaces which are not tilled crop land will be re-seeded at GRANTEE's expense with either of the following as determined by GRANTOR:
    (i) an approved local NRCS seed mixture; or
    (ii) same seed as was growing in the area prior to disruption.

GRANTEE 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 GRANTEEs entry upon the lands. GRANTOR shall have the right for a period not to exceed three (3) years from date of completion of the pipeline to make reasonable determination that the ground and foliage has been satisfactorily been restored.

During construction and installation or maintenance or repair of the pipeline, topsoil shall be set aside and then 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.

23. **Restoration Upon Abandonment:** Upon final abandonment of the pipeline GRANTEE shall comply with all Local, State and Federal rules or regulations concerning the same. GRANTEE shall remain responsible for any hazardous or dangerous condition relating to the pipeline.

24. **Miscellaneous:**

- GRANTEE must comply with the North Dakota Environmental Construction Plan on file with the North Dakota Public Service Commission.

- GRANTEE 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.

- During reclamation GRANTEE 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 GRANTEE.

- GRANTEE will take all steps reasonably necessary to prevent erosion of the easement corridor.

- Confidentiality provisions in the Pipeline Right of Way Grant, Release of Damages or payment agreement if any are hereby struck and void.

- GRANTOR must approve all fence repairs. Such approval will not to be unreasonable withheld.

- GRANTEE agrees that if a water flowing spring develops during and resulting from the construction of the pipeline, and the spring continues to flow or cause a wetland like area in otherwise agriculturally productive lands the GRANTEE shall pay for the total value of lost production and shall continue to pay per harvest year as long as the lands are not able to produce crop. The price paid shall be an amount equal to the total amount of acres burdened by water damage multiplied by the commodity price of crop planted on adjacent acreage and the corresponding yield.

25. **Abandonment by nonuse:** If any of GRANTEE's pipeline(s) are abandoned by non-use, or by not maintaining the same as required by any applicable regulatory authority, for a period of thirty-six (36) consecutive months, this Easement Agreement becomes null and void and will be released of record and GRANTEE's rights to the same shall automatically, without out further action on the part of GRANTOR, revert to the GRANTOR.

    - Upon abandonment as provided above, GRANTEE will make every effort to render pipeline clean and safe for dormancy.

    - GRANTEE at its expense shall remove the pipeline from GRANTOR's property, if a local, state, or federal government agency or other governing regulatory body requires at any time that the pipeline is to be removed.

    The provisions of the paragraph shall not apply for any period of time when such non-use or failure to maintain the pipeline is the result of enforcement or any governmental rule or regulation temporarily prohibiting the use of the pipeline.

26. **Right to Cure:** In the event GRANTOR deems or considers GRANTEE to be in default of any provision or requirement, GRANTOR shall provide written notice to GRANTEE of said default and GRANTEE shall then have **sixty (60)** days from receipt of said notice to commence to cure or contest the claimed default.

    A. The Pipeline trench must be fully backfilled and topsoil must be replaced on the Easement Corridor immediately following construction.

    B. Contractor must stay on the agreed Easement, existing lease roads or public highways during the construction phase under this Easement Agreement, unless otherwise consented to by GRANTOR;

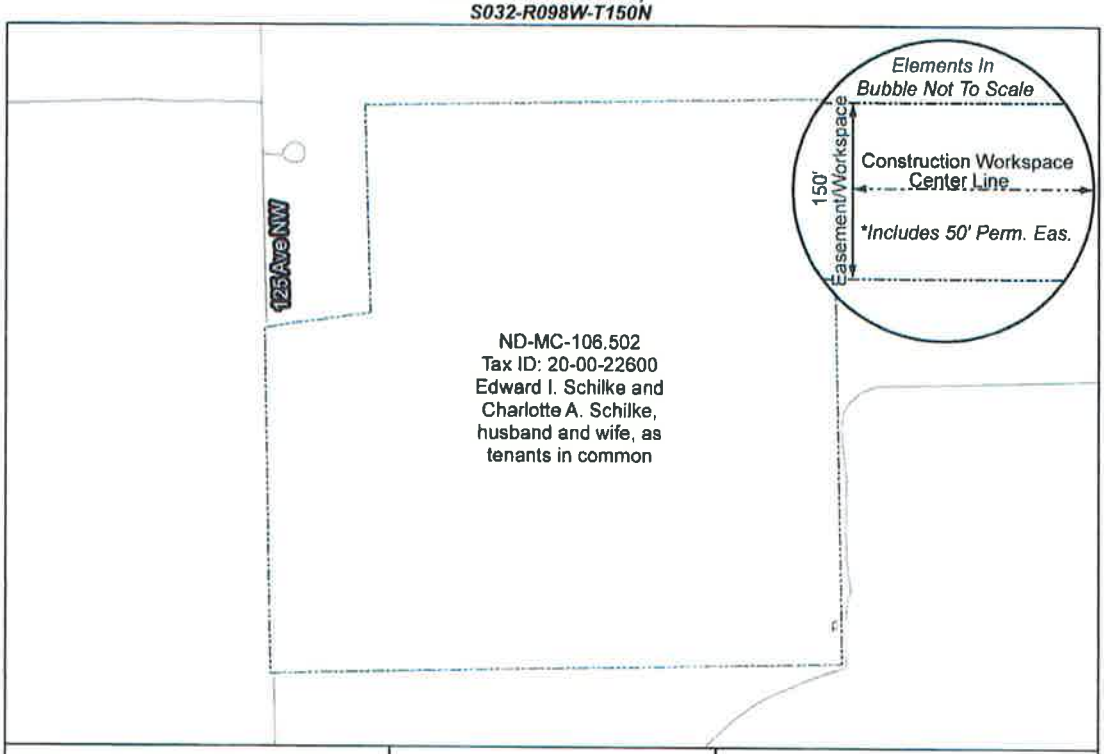
    C. No livestock will be let out by GRANTEE. Gates, if any, shall remain closed at all times while GRANTEE is on the right of way. All permanent gates installed shall be steel gates; no wire gates. During initial construction, fence gaps shall be no wider than fifty (50) feet without additional pole support and shall in all cases have sufficient tension to turn back livestock.

    D. GRANTOR shall notify GRANTEE about the location(s) of a sinkhole (if any) that is located in the easement corridor, or caused by GRANTEE's activities; and GRANTEE shall take immediate steps to fill in the sinkhole.

Exhibit A

MCKENZIE COUNTY, ND

S032-R098W-T150N



ROW Length: 2646.68 Ft. = 160.4 Rods
Proposed Permanent Easement: 3.04 Ac.
Temp Easement/ Workspace: 6.06 Ac.
Add Temp Easement/ Workspace: 0.05 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across: Edward I. Schilke and Charlotte A. Schilke, husband and wife, as tenants in

Tract No.: ND-MC-106.502

Property Boundaries

Proposed Permanent Easement

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Monday, September 14, 2015 3:25:26 PM

Return to:

CONTRACT LAND STAFF LLC
1100 WEISS AVE

BISMARCK ND 58503

488103

County Recorder
McKenzie County
Watford City ND 58854
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COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded, 488103

Ann M Johnsrud, County Recorder Fee $31.00

By Ann M. Johnsrud Dec 21, 2015 03:29 PM

Re-Rec

CONTRACT LAND STAFF LLC
1100 WEISS AVE
BISMARCK ND 58503

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Watford City ND 58854
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Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-104.502, 109.502, 109.502.300
PARCEL ID: 200021800, 200018700, 200019000, 200019100, 200019200, 200019300, 200022400
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated September 19, 2015, is between **Curtis M. Sorenson and Jennifer J. Sorenson, husband and wife, as joint tenants**, whose mailing address is **12652 22nd Street Northwest, Watford City, ND 58854** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, installing, realigning, replacing, improving, altering, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

Tract 1: All that certain lot, tract or parcel of land, containing 999.77 acres of land, more or less, situated in the SE¼, Section 31, Township 150 North, Range 98 West, McKenzie County, North Dakota, more particularly described in that certain Warranty Deed dated May 07, 2008 from Vernon Lee and Grace Lee, husband and wife, to Curtis Sorenson and Jennifer Sorenson, husband and wife, as joint tenants, recorded as Document Number 378041, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made;

Tract 2: All of Section 28; Parcel 2: The SE¼SE¼ of Section 29 all in Township 150 North, Range 98 West, McKenzie County, North Dakota, as described in that Warranty Deed, dated October 26, 2010, from Grace Lee, a married woman, individually and as Attorney-in-Fact for Vernon Lee, her husband, to Curtis M. Sorenson and Jennifer J. Sorenson, husband and wife, as joint tenants, recorded as Document Number 409682, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made;

Tract 3: NE¼NE¼; Parcel 2: S½NE¼; Parcel 3: NW¼SE¼ being a portion of the SE¼ all in Section 32, Township 150 North, Range 98 West, McKenzie County, North Dakota, as more particularly described in that Warranty Deed

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Watford City ND 58854

dated October 26, 2010 from Grace Lee, a married woman, individually and as Attorney-in-Fact for Vernon Lee, her husband, to Curtis M. Sorenson and Jennifer J. Sorenson, husband and wife, as joint tenants, recorded as Document Number 409682, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

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It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary to exercise the rights granted to it by this

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McKenzie County
Watford City ND 58854

Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements, Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline

5. Grantee will, insofar as practicable restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

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6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages. In the event that the Grantor desires to cross under Grantee's pipeline with water lines or electrical lines, Grantor shall provide Grantee with the plans for such lines not less than ninety (90) days prior to the date that Grantor proposes to so cross Grantee's pipeline. To the extent that such plans provide that the lines proposed by Grantor shall cross Grantee's pipeline at an angle of not less than forty five (45) degrees and spacing of

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not less than twenty-four (24) inches below Grantee's pipeline, then Grantee agrees to locate the depth of its pipeline by hydro-evacuating to the top of Grantee's pipeline at the location where Grantor proposes to cross under Grantee's pipeline.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the reasonable judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this

Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

EXECUTED this 19TH day of September, 2015.

488103

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Watford City ND 58854

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GRANTOR:

Curtis M Sorenson
Curtis M. Sorenson

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Kenzie County
tford City ND 58854

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Jennifer J Sorenson
Jennifer J. Sorenson

ACKNOWLEDGMENT

State of N. Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Curtis M. Sorenson known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19TH day of September, 2015.

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

Sharon Starks
Notary Public

My Commission Expires: 12/30/20

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CJ JS Page 5 of 6

ACKNOWLEDGMENT

State of N. Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer J. Sorenson known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19TH day of September, 2015.

Sharon Starks
Notary Public

My Commission Expires: 12/30/20

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

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EXHIBIT "B"

1. Grantee shall dismiss from Grantor's property any employees, agents, contractors, subcontractors, servants, or their invitees who materially violate any of the surface use requirements contained in this Agreement. Grantee will act promptly and decisively with respect to such violations and have any violators removed until such time as Grantor's authorized representatives approve the violator's reentry on Grantor's lands.

2. The Grantee shall immediately notify Grantor of any injury or damage resulting from the activities on Grantor's property, including, but not limited to, injury or damage to cattle, and Grantor's personal property, including fire guards, roads, buildings, fences, gates, cattle guards, livestock pens, tanks, windmills, water facilities and similar improvements. Grantee agrees to p ay replacement value or fair market value, whichever is higher, for all such damages or losses for which it acknowledges it is strictly liable.

3. The Grantee shall comply with all applicable governmental laws, rules and regulations, laws while on Grantor's property.

4. The Grantee shall use commercially reasonable measures to minimize the risk of fire resulting from the Grantee's operations on Grantor's property, including, but not limited to, (i) prohibiting smoking or open fires on Grantor's property, (ii) maintaining mufflers and spark arresters on equipment in proper working order and watching out for rocks and metal when moving, and (iii) avoiding driving or parking vehicles in grassy areas where tall, dry grass can come into contact with catalytic converter on the underside of a vehicle.

5. The Grantee and its employees, agents, and contractors shall not make recreational use of the Easement or Grantor's remaining property. No hunting. No fishing. No fire arms. No dogs. No Alcohol. This prohibition extends to no hunting of artifacts.

6. The Grantee must remove from the Easement all trash or debris resulting from the Grantee's activities on the property on a daily basis.

7. All Grantee vehicles must maintain speeds below 20 miles per hour while on Grantor's property.

8. Except as otherwise provided in this Agreement, the Grantee shall not store supplies or equipment, or park outside of the Easement and Temporary Work Space.

9. Grantee shall be responsible for all reasonable expenses associated with livestock retrieval work resulting from gates or fences left open by Grantee. Grantee has no responsibility to pay for expenses associated with livestock retrieval work not resulting from its actions.

10. Grantor agrees that the consideration paid by Grantee in this agreement includes any and all costs incurred by Grantor for installing fencing, whether temporary or permanent, along and outside the boundaries of the Easements after the initial construction of the pipeline so as to prevent Grantor's livestock from entering the Easements. Grantee is not responsible for the removal or disposal of such fencing.

11. During initial construction of Facilities, Grantor's authorized representative shall be supplied the 24-hour contact number of an authorized representative or construction supervisor who has authority to act on Grantee's behalf.

12. Fence crossings must be built prior to crossing fence. Such crossings, gates and braces shall be built to the following specifications: "H" braces shall be constructed of minimum schedule 40 pipe, with the minimum outside diameter of three and one-half inches (3.5"). Spacings between posts will be a minimum of six feet (6') between posts, and a minimum of seven feet (7') between post and deadmen. Minimum posthole depth is forty-eight inches (48").

13. Grantee will be responsible for damages to Grantor's real property, improvements, and livestock resulting from any fire caused by Grantor's use of Easement.

14. If applicable, all road crossings will be padded with gravel or base selected by Grantee and watered and bladed consistent with industry standards unless the road is bored.

15. Should Grantor's livestock be injured or killed as a result of Grantee's construction, operation, or maintenance of the pipeline, the greater of either the prevailing rate in the area for similar livestock, or replacement costs, whichever is greater, shall be paid.

16. After the completion of the initial construction of Grantee's pipeline, Grantee shall be liable for repairs and replacement and to pay to Grantor fair and reasonable damages, if any, cause by Grantee's operations to Grantor's real and personal property, including fire guards, roads, buildings, fences, gates, cattle guards, livestock pens, tanks, windmills, water facilities, and other improvements.

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Watford City ND 58854

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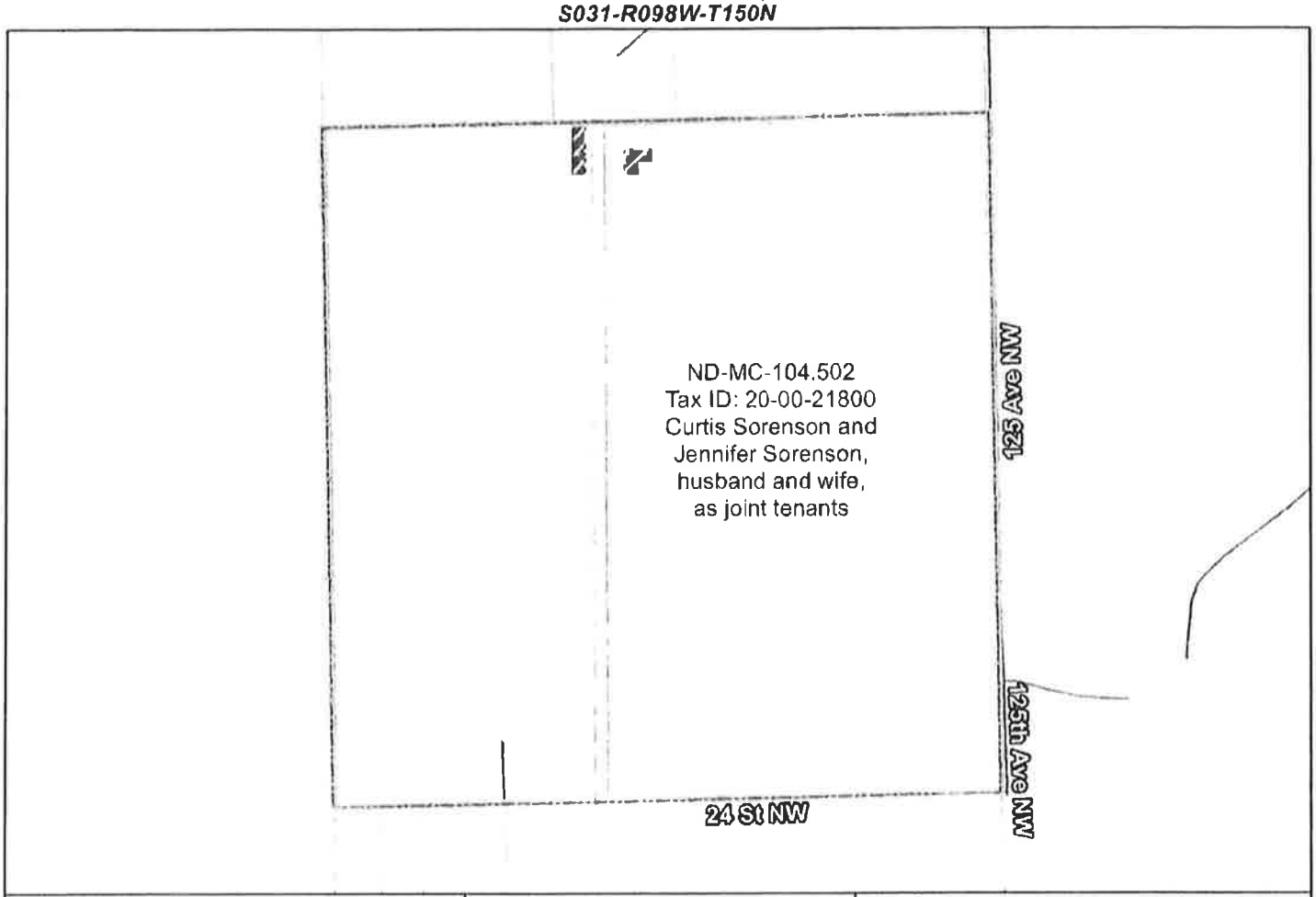
Re-Record

Exhibit A

MCKENZIE COUNTY, ND

S031-R098W-T150N

Re-Record



ROW Length: 3290 Ft. = 199.39 Rods
Proposed Permanent Easement: 3.53 Ac.
Temp Easement/ Workspace: 7.18 Ac.
Add Temp Easement/ Workspace: 0.41 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Curtis Sorenson and Jennifer Sorenson, husband and wife, as joint tenants

Tract No.: ND-MC-104.502

Property Boundaries

Proposed Permanent Easement

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

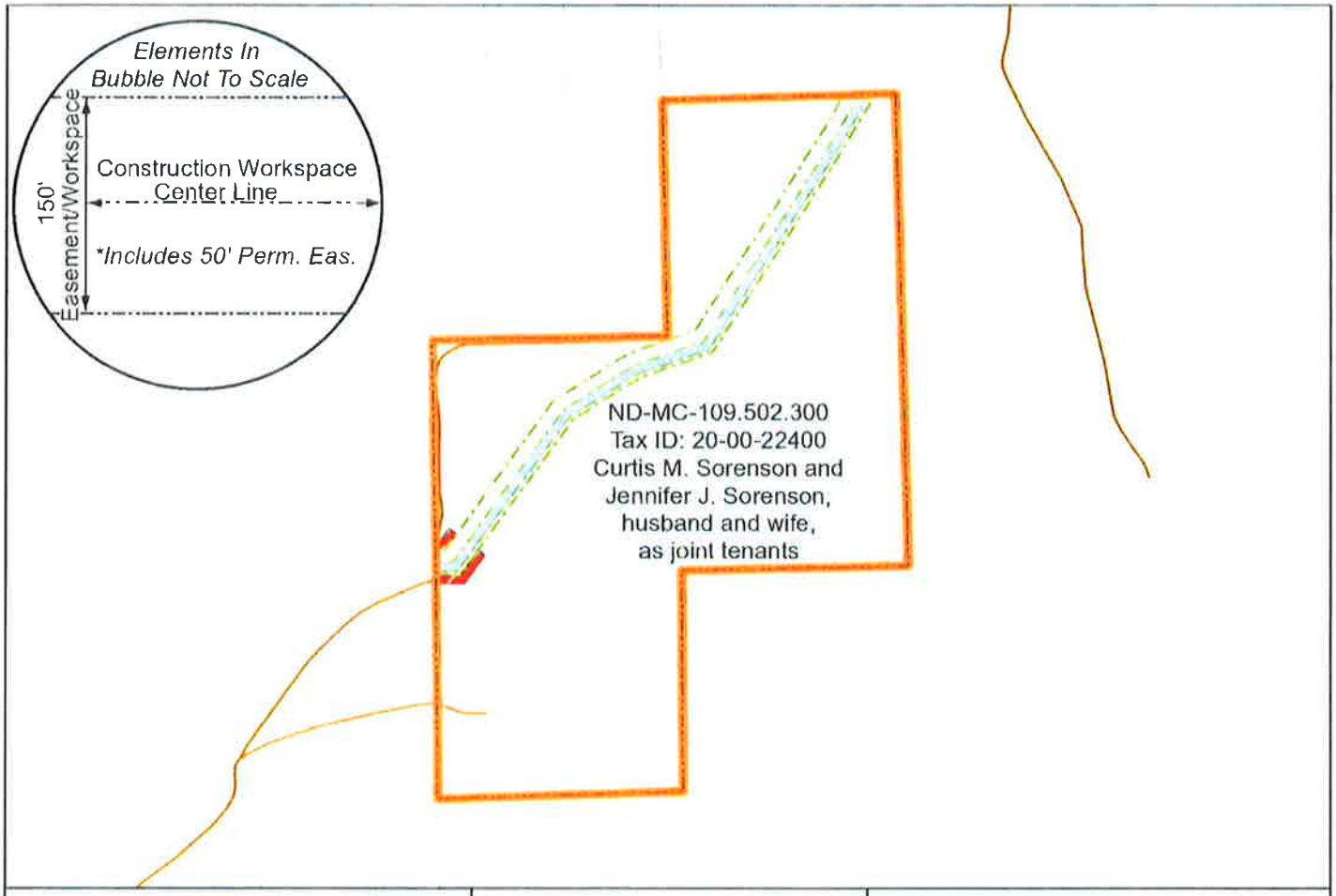
Landowner Initials

Date Exported: Thursday, May 07, 2015 8:23:19 AM

Exhibit A

MCKENZIE COUNTY, ND
S032-R098W-T150N

Re-Record



ROW Length: 3700.61 Ft. = 224.28 Rods
Proposed Permanent Easement: 4.25 Ac.
Temp Easement/ Workspace: 8.35 Ac.
Add Temp Easement/ Workspace: 0.54 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across: Curtis M. Sorenson and Jennifer J. Sorenson, husband and wife, as joint

Tract No.: ND-MC-109.502.300

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

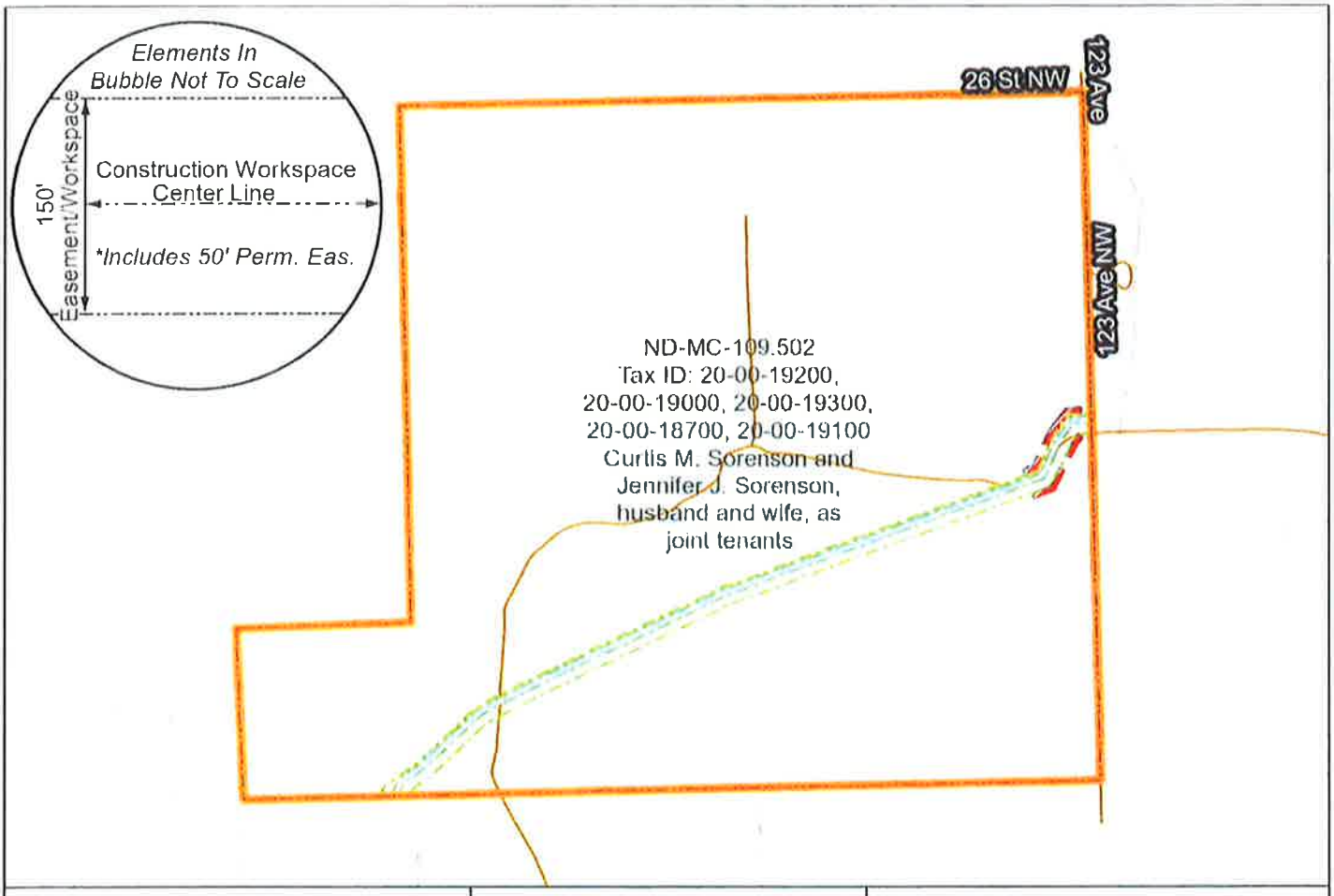
Landowner Initials

Date Exported: Monday, September 14, 2015 3:31:31 PM

Exhibit A

MCKENZIE COUNTY, ND

S029-R098W-T150N



ROW Length: 6267.51 Ft. = 379.85 Rods
Proposed Permanent Easement: 7.19 Ac.
Temp Easement/ Workspace: 14.38 Ac.
Add Temp Easement/ Workspace: 1.32 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 1,000 2,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across: Curtis M. Sorenson and Jennifer J. Sorenson, husband and wife, as joint

Tract No.: ND-MC-109.502

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

CS
Landowner Initials

Date Exported: Monday, September 14, 2015 3:27:57 PM

EXHIBIT H-3(c)

Reroute Location 46

COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded, 483151

Ann M Johnsrud, County Recorder Fee $28.00

By Alicia Madsen, Deputy Jul 15, 2015 02:09 PM

483151

Return to:

CONTRACT LAND STAFF
2403 EAST THAYER AVE

BISMARCK ND 58501

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 6

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-122.502
PARCEL ID: 130008700
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated May 28, 2015, 2015, is between **Kathy M. Boos, Trustee of the Larry S. Veeder and Carolyn Veeder Trust Agreement dated September 16, 2014,** whose mailing address is **905 Hawthorn, Redwing, MN 55066,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 160 acres of land, more or less, situated in the South Half of the Northeast Quarter (S1/2NE1/4), the North Half of the Southeast Quarter (N1/2SE1/4) Section Nineteen (19), Township One Hundred Fifty (150) North, Range One Ninety-seven (97) West of the 5th P.M, McKenzie County, North Dakota, more particularly described in Warranty Deed dated October 1st, 1999 from Leroy Veeder, a single man, to Larry S. Veeder, a married person, recorded as Document #335724, office of County Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee will bury the pipeline laid hereunder with a cover of at least forty-eight inches (48") from the top of the pipe to the surface of the ground; except it shall be buried not less than twenty-four inches (24") through rock.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the

Pipeline Easement, Temporary Construction Easement, and Access Easement and has also been paid for any future damage or loss of revenue for the prohibition or restrictions on mining of scoria, coal, and gravel within the boundaries of the Permanent Easement Property. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional

drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage, or environmental damages resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 28th day of May, 2015.

GRANTOR:
Larry S. Veeder and Carolyn Veeder Trust

Kathy M. Boos
By: Kathy M. Boos
As: Trustee

ACKNOWLEDGMENT

State of North Carolina)
)ss
County of Buncombe)

This instrument was acknowledged before me, on this the 28th day of May, 2015, by **Kathy M. Boos**, as Trustee of the **Larry S. Veeder and Carolyn Veeder Trust**, on behalf of said trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28th day of May, 2015.

Adam Dinkins
NOTARY PUBLIC
Buncombe County, NC
My Commission Expires November 14, 2018

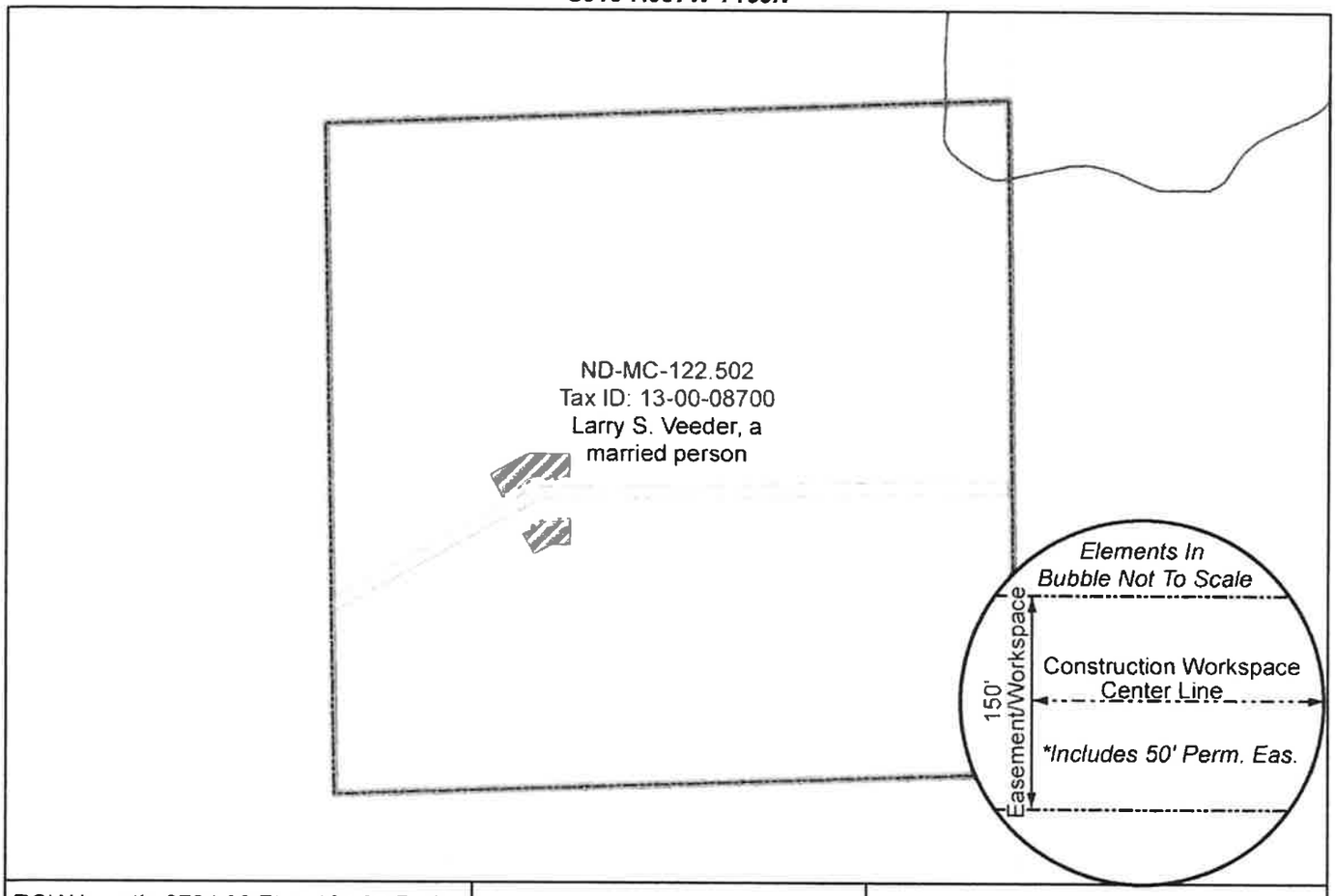
Notary Public

My Commission Expires: 11/14/2018

Exhibit A

MCKENZIE COUNTY, ND

S019-R097W-T150N



ROW Length: 2721.93 Ft. = 164.97 Rods
Proposed Permanent Easement: 3.12 Ac.
Temp Easement/ Workspace: 6.25 Ac.
Add Temp Easement/ Workspace: 1.09 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Larry S. Veeder, a married person

Tract No.: ND-MC-122.502

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Tuesday, April 07, 2015 10:26:20 AM

Return to:

CONTRACT LAND STAFF
2403 EAST THAYER AVE

BISMARCK ND 58501

483154

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 11

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-124.502.300, 124.502.305, 125.502.305
PARCEL ID: 13-00-09200; 13-00-09700; 130010300
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 7 May 7, 2015, is between **Jayson Lund and Amy Lund, husband and wife, as joint tenants,** whose mailing address is **12281 Highway 23 East, Watford City, ND 58854,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 360.00 acres more or less, being situated in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4), North Half of the Southwest Quarter (N1/2SW1/4), Southeast Quarter of the Northwest Quarter (SE1/4NW1/4), Southeast Quarter of the Northeast Quarter (SE1/4NE1/4), and the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), all in Section Twenty (20), and The North Half of the Southwest Quarter (N1/2SW1/4), and the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4), in Section Twenty-one (21), All in Township One Hundred Fifty (150) North, Range Ninety-seven (97) West, McKenzie County, North Dakota, more particularly described in Warranty Deed, dated 3/14/2003, from H.F. Gierke, III aka Herman F. Gierke, III, a married man dealing with his sole and separate property, and Jeanine C. Gierke, his wife, to Jayson Lund and Amy Lund, husband and wife, as joint tenants with the right of survivorship, and not as tenants in common, recorded in Document No. 376907, in the Office of the Recorder, McKenzie County, North Dakota, less and except any conveyance heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access

Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

d. Grantee will bury the pipeline laid hereunder with a cover of at least forty eight inches (48") from the top of the pipe to the surface of the ground except it shall be buried not less than twenty-four inches (24") through rock.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked,

Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages. In the event that the Grantor desires to cross under Grantee's pipeline with water lines or electrical lines, Grantor shall provide Grantee with the plans for such lines not less than ninety (90) days prior to the date that Grantor proposes to so cross Grantee's pipeline. To the extent that such plans provide that the lines proposed by Grantor shall cross Grantee's pipeline at an angle of not less than forty five (45) degrees and spacing of not less than twenty-four (24) inches below Grantee's pipeline, then Grantee agrees to locate the depth of its pipeline by hydro-evacuating to the top of Grantee's pipeline at the location where Grantor proposes to cross under Grantee's pipeline.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this

Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

County Recorder
McKenzie County
Watford City ND 58854

483154

Page 5 of 11

EXECUTED this 7TH day of May, 2015.

GRANTOR:

Jayson Lund

ACKNOWLEDGMENT

(Individual)

State of N. Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Jayson Lund, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 7TH day of May, 2015.

Notary Public

My Commission Expires: 12/30/20

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

County Recorder
McKenzie County
Watford City ND 58854

483154

Page 6 of 11

EXECUTED this 7TH day of May, 2015.

GRANTOR:

Amy Lund
Amy Lund

ACKNOWLEDGMENT

(Individual)

State of N. Dakota)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Amy Lund, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 7TH day of May, 2015.

Sharon Starks
Notary Public

My Commission Expires: 12/30/20

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

483154

County Recorder
McKenzie County
Watford City ND 58854

Page 7 of 11

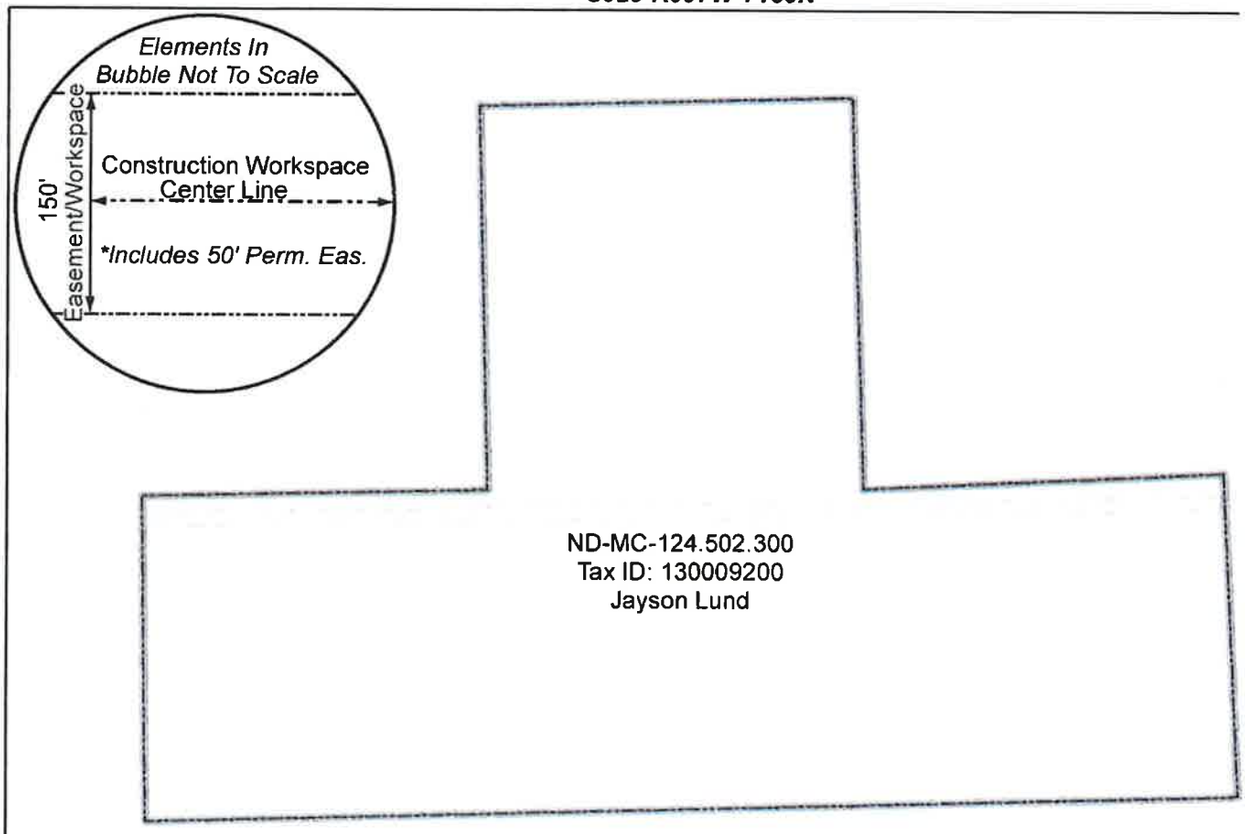
County Recorder
Mckenzie County
Watford City ND 58854

483154

Exhibit A

MCKENZIE COUNTY, ND

S020-R097W-T150N



ROW Length: 3920.12 Ft. = 237.58 Rods
Proposed Permanent Easement: 4.5 Ac.
Temp Easement/ Workspace: 8.99 Ac.
Add Temp Easement/ Workspace: 0 Ac.
Launch & Receiver/Valve Site: 0 Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Jayson Lund

Tract No.: ND-MC-124.502.300

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

JC
Landowner Initials

Date Exported: Tuesday, January 06, 2015 2:42:02 PM

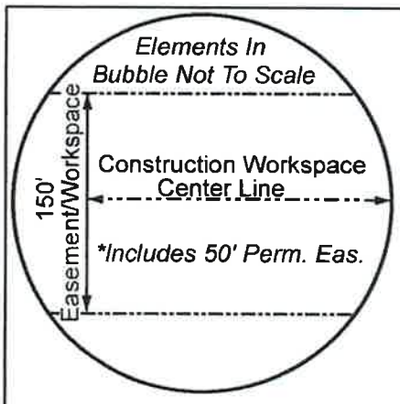
County Recorder
McKenzie County
Watford City ND 58854

483154

Exhibit A

MCKENZIE COUNTY, ND

S020-R097W-T150N





ROW Length: 1296.68 Ft. = 78.59 Rods
Proposed Permanent Easement: 1.49 Ac.
Temp Easement/ Workspace: 2.98 Ac.
Add Temp Easement/ Workspace: 0 Ac.
Launch & Receiver/Valve Site: 0 Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N



DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Jayson Lund

Tract No.: ND-MC-124.502.305

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

JL

Landowner Initials

Date Exported: Tuesday, January 06, 2015 2:42:05 PM

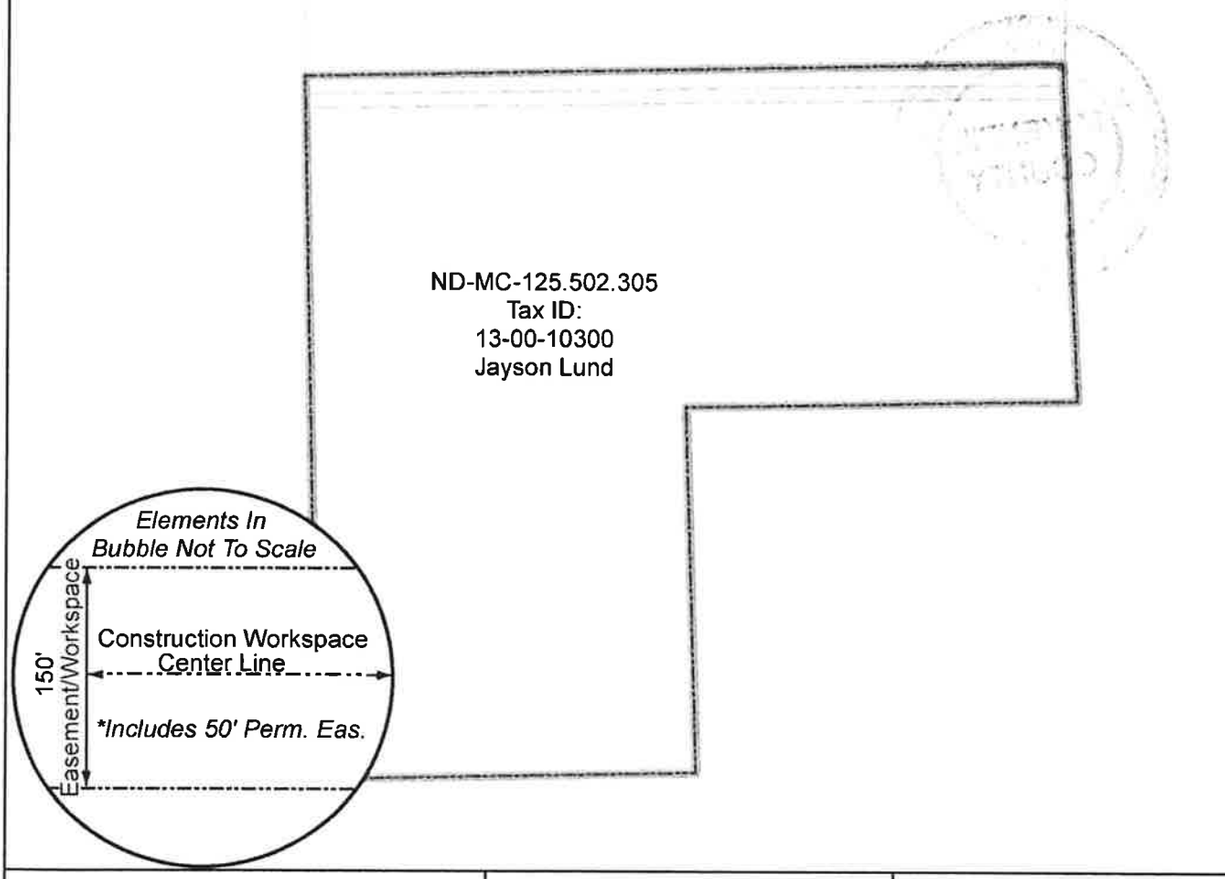
County Recorder
McKenzie County
Watford City ND 58854

483154

Exhibit A

MCKENZIE COUNTY, ND

S021-R097W-T150N



ROW Length: 2665.48 Ft. = 161.54 Rods

Proposed Permanent Easement: 3.06 Ac.

Temp Easement/ Workspace: 6.12 Ac.

Add Temp Easement/ Workspace: Ac.

Launch & Receiver/Valve Site: Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Jayson Lund

Tract No.: ND-MC-125.502.305

Property Boundaries

Proposed Permanent Easement

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

JL

Landowner Initials

Date Exported: Monday, January 12, 2015 4:19:27 PM

Return to:
CONTRACTLAND STAFF LLC
2245 TEXAS DR STE 200

SUGAR LAND TX 77479

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 7

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-125.502.310
PARCEL ID: 13-00-09900
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated January 22, 2015, is between **Robert L. Omlid**, whose mailing **Box 356 Watford City, ND 58854** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows.

All that certain lot, tract or parcel of land, containing 160.00 acres more or less, being situated in the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4), West Half of the Southeast Quarter (W1/2SE1/4), and Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), Section 21, Township 150 North, Range 97 West, McKenzie County, North Dakota, more particularly described in Warranty Deed dated 3/2/2001 from Theodora K. Anderson, Personal Representative of the Estate of Josephine W. Shafer; M. Heard Family Partnership, Ltd., dated 2/29/1996; Charles Shafer, John P. McCormick, William H. McCormick, Kelly J. Schumacher NKA Kelly J Schaw, Jackie F. McCormick, and Teri A. McCormick NKA Terry McCormick Stephens, to Robert L. Omlid, recorded in Document Number 339131, Office of the Register of Deeds, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

480069

County Recorder
McKenzie County
Watford City ND 58854

Page 4 of 7

EXECUTED this 22nd day of January, 2015.

GRANTOR;

Robert L. Omlid

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Robert L. Omlid, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of January, 2015.

Notary Public

My Commission Expires: 12/30/20

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

480069

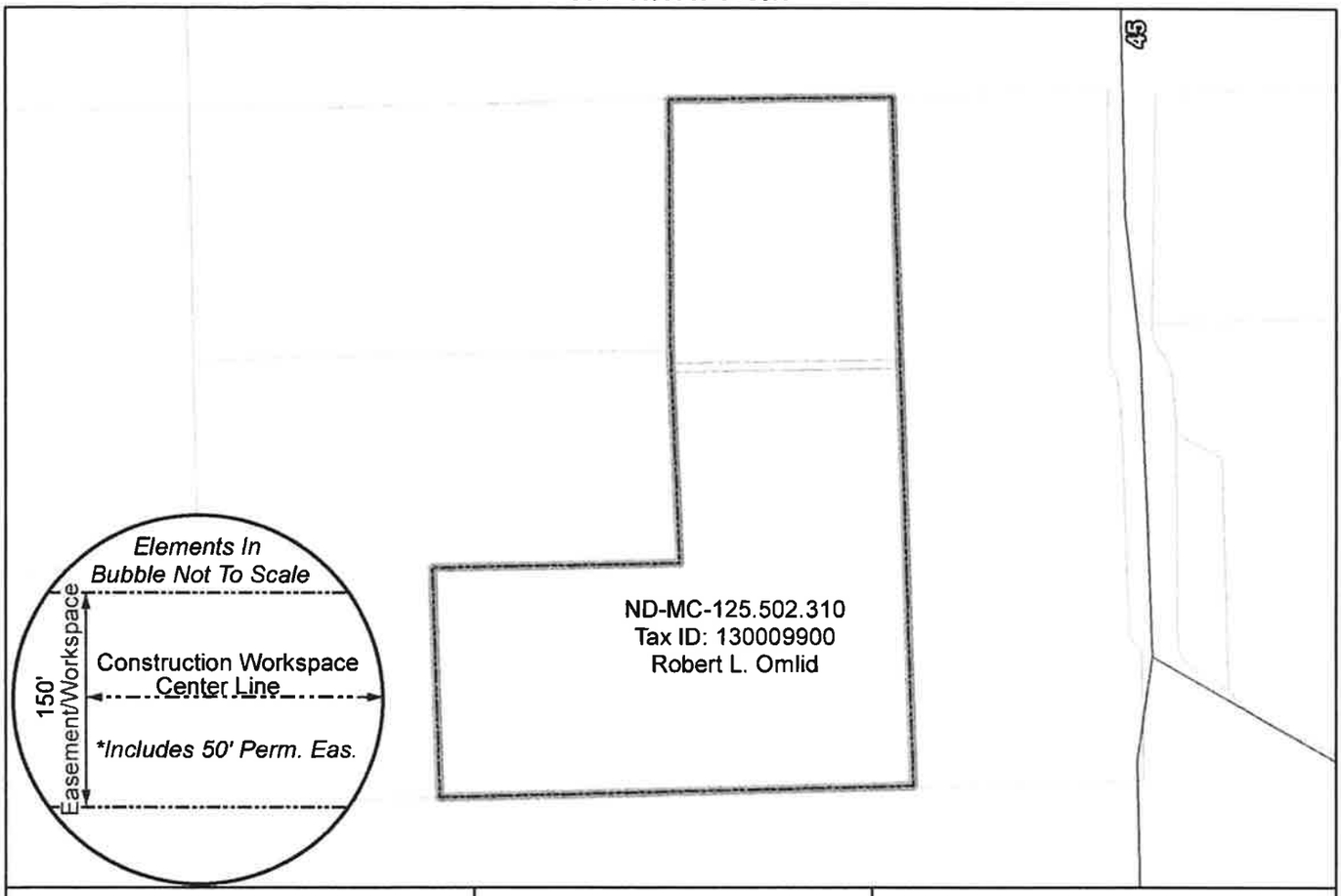
County Recorder
McKenzie County
Watford City ND 58854

Page 5 of 7

Exhibit A

MCKENZIE COUNTY, ND

S021-R097W-T150N



ROW Length: 1279.37 Ft. = 77.54 Rods
Proposed Permanent Easement: 1.47 Ac.
Temp Easement/ Workspace: 2.94 Ac.
Add Temp Easement/ Workspace: Ac.
Launch & Receiver/Valve Site: Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Robert L. Omlid

Tract No.: ND-MC-125.502.310

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Monday, January 12, 2015 4:19:30 PM

480085

Return to:
CONTRACTLAND STAFF LLC
2245 TEXAS DR STE 200

SUGAR LAND TX 77479

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 8

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-126.502.305
PARCEL ID: 13-00-10600
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated FEBRUARY 6, 2015, is between **Alan Bruins and Sheri Bruins, as joint tenants and not as tenants in common**, whose mailing **2962 134th Avenue Northwest, Arnegard, ND 58835** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows.

All that certain lot, tract or parcel of land, containing 134.28 acres more or less, being situated in the Southwest Quarter (SW1/4), excepting therefrom Auditor's Irregular Tract No's. 1068, 1011 and 1111, Section 22, Township 150 North, Range 97 West, McKenzie County, North Dakota, more particularly described in Warranty Deed dated 10/3/1991 from Ralph Thomas a/k/a Ralph D. Thomas and Ramona Thomas, husband and wife, to Alan Bruins and Sheri Bruins, as joint tenants and not as tenants in common, recorder in Document Number 311964, Office of the Register of Deeds, McKenzie County, North Dakota, less and except any conveyances hereto fore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

SB GJB

9P
21

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

SB GJB

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

SB

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the pipelines by Grantee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

SB

EXECUTED this 6TH day of FEBRUARY, 2015.

GRANTOR:

Alan Bruins

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)ss

County of McKENZIE)

BEFORE ME, the undersigned authority, on this day personally appeared ALAN BRUINS, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6TH day of FEBRUARY, 2015.

Notary Public

My Commission Expires: Nov. 12, 2020

JON M. LUECKERT
Notary Public
State of North Dakota
My Commission Expires Nov. 12, 2020

County Recorder
McKenzie County
Watford City ND 58854

480085

Page 5 of 8

SB GBB

EXECUTED this 6TH day of FEBRUARY, 2015.

GRANTOR:

Sheri Bruins

Sheri Bruins

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
)ss
County of McKENZIE)

BEFORE ME, the undersigned authority, on this day personally appeared SHERI BRUINS, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6TH day of FEBRUARY, 2015.

Jon M. Lueckert

Notary Public

My Commission Expires: Nov. 12, 2020

JON M. LUECKERT
Notary Public
State of North Dakota
My Commission Expires Nov. 12, 2020

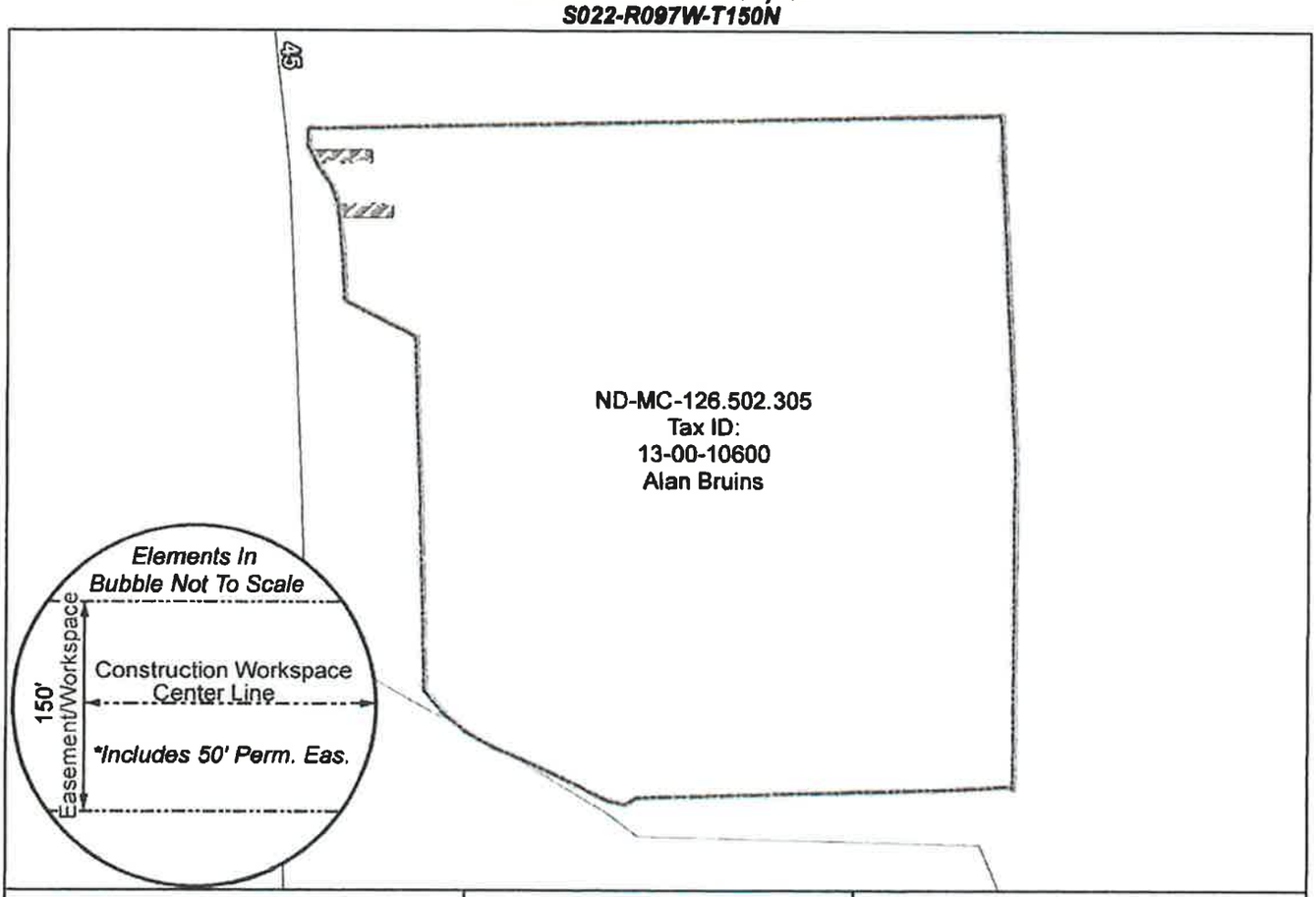
480085

County Recorder
McKenzie County
Watford City ND 58854

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Exhibit A

MCKENZIE COUNTY, ND
S022-R097W-T150N



ROW Length: 2454.92 Ft. = 148.78 Rods
Proposed Permanent Easement: 2.82 Ac.
Temp Easement/ Workspace: 5.65 Ac.
Add Temp Easement/ Workspace: 0.47 Ac.
Launch & Receiver/Valve Site: Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 500 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Alan Bruins

Tract No.: ND-MC-126.502.305

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

EKB SB
Landowner Initials

Jon M. Luecken 2/6/15

Date Exported: **Monday, January 12, 2015 4:19:34 PM**

Return to:

CONTRACT LAND STAFF LLC
1100 WEISS AVENUE

BISMARCK ND 58503

489036

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 9

COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded, 489036
Ann M Johnsrud, County Recorder Fee $44.00
By Alice Madsen, Deputy Jan 22, 2016 02:42 PM

[Space Above this Line for Recording Office Use Only]

MEMORANDUM OF PIPELINE EASEMENT

THIS MEMORANDUM OF PIPELINE EASEMENT is to provide notice of that certain PIPELINE EASEMENT ("Easement") dated November 17th 2015, by and between **Stenehjem Holdings, LLC formerly known as Judith H. Stenehjem (SLS) Limited Partnership**, whose address is **PO Box 607, Watford City, ND 58854** (hereinafter referred to as "Grantor," whether one or more), and Dakota Access, LLC, whose address is 1300 Main Street, Houston, Texas 77002 (hereinafter referred to as "Grantee").

PLEASE TAKE NOTICE AS FOLLOWS:

1. Capitalized terms contained herein and not otherwise defined herein shall have the meanings given to such terms in the Pipeline Easement.

2. The Pipeline Easement grants to Grantee a Right-of-Way for the purposes constructing, maintaining, repairing, and removing at will one steel crude oil transmission pipeline not to exceed thirty inches (30") in diameter together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment, facilities, and appurtenances used or useful in connection with the foregoing pipeline (collectively "Pipeline Facilities"), along routes convenient for Grantee's operations, on, over, under, across and/or through certain land in the following tracts ("the Premises") located in McKenzie County, State of North Dakota:

Parcel 1:
Township 150 North, Range 100 West
Section 13: NW¼SE¼, SW¼NE¼, SE¼NE¼, NE¼SE¼, and the S½SE¼ North of RR

Parcel 2:
Township 150 North, Range 97 West
Section 21: E½SE¼, SE¼NE¼

("Subject Lands") and more specifically described or depicted on the plat or survey attached as Exhibit A to this Memorandum of Pipeline Easement.

3. The Pipeline Easement grants to Grantee a 99-year easement for the Right-of-Way described and depicted in Exhibit A, as well as the right to use, on a temporary basis, workspace adjacent to the Right-of-Way so as to allow Grantee to exercise any of the rights granted to Grantee in the Pipeline Easement.

4. This Memorandum of Pipeline Easement is placed of record in the county in which the Subject Lands are located for the purpose of placing all persons on notice of the existence of the Pipeline Easement.

5. An executed copy of the Pipeline Easement with all exhibits attached is on file in the office of the Grantee at the above-referenced address.

AP
44

6. The terms and conditions of the Pipeline Easement are incorporated by reference into this Memorandum of Pipeline Easement as if fully set forth herein.

7. This Memorandum of Pipeline Easement is executed by Grantee as of the date of the acknowledgment of the signature below, but is effective for all purposes as of the date of the Pipeline Easement.

EXECUTED this 17th day of November, 2015.

GRANTOR
Stenehjem Holdings, LLC
Formerly Known as Judith H. Stenehjem (SLS)
Limited Partnership

By: Stephen L. Stenehjem
Title: President

GRANTEE
Dakota Access, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

County Recorder
McKenzie County
Watford City ND 58854

489036

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ACKNOWLEDGMENT

THE STATE OF North Dakota §

COUNTY OF McKenzie §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Stephen L. Stenehjem in his/her capacity as President of Stenehjem Holdings , LLC, FKA Judith H. Stenehjem (SLS) Limited Partnership known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of November, 2015.

BLAKE HOLMAN
Notary Public
State of North Dakota
My Commission Expires Oct. 17, 2018

Notary Public

My Commission Expires: 10-17-18

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access , LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of December, 2015.

MICAH THOMAS RORIE
Notary Public, State of Texas
My Commission Expires
September 17, 2016

Notary Public, State of Texas

My Commission Expires: September 17, 2016

McKENZIE COUNTY, NORTH DAKOTA

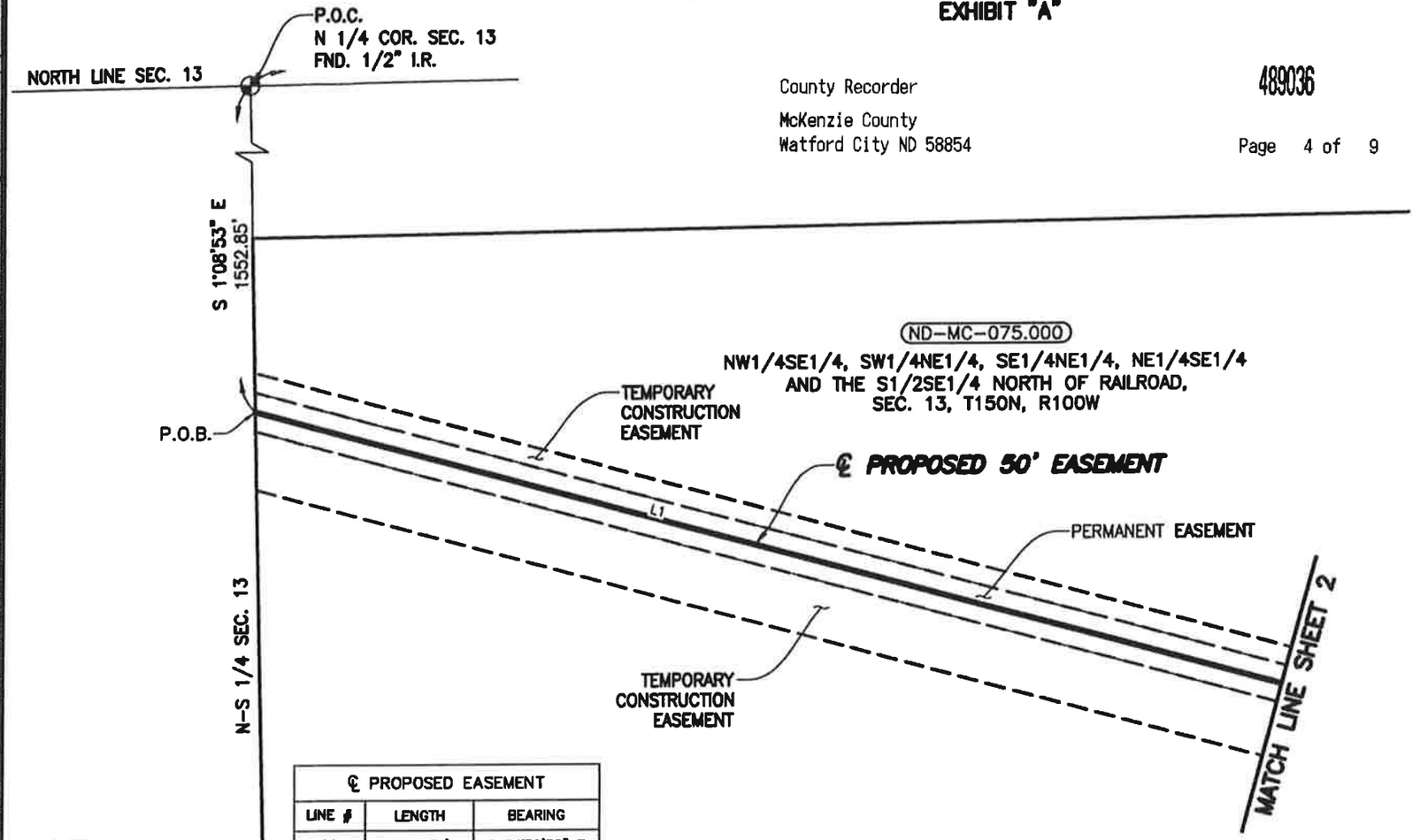
SECTION 13, TOWNSHIP 150 NORTH, RANGE 100 WEST OF THE 5TH P.M.

EXHIBIT "A"

County Recorder 489036

McKenzie County
Watford City ND 58854

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SCALE: 1" = 200'

200' 100' 0 200'

LEGEND

- P.O.C. – POINT OF COMMENCEMENT
- P.O.B. – POINT OF BEGINNING
- P.O.T. – POINT OF TERMINATION
- P.E. – PERMANENT EASEMENT
- T.C.E. – TEMPORARY CONSTRUCTION EASEMENT
- ⊕ – SECTION OR QUARTER CORNER
- ● – FOUND MONUMENT

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

℄ PROPOSED EASEMENT		
LINE #	LENGTH	BEARING
L1	2748.71'	S 74°59'56" E

SHEET 1 OF 6

LENGTH OF PROPOSED PIPELINE: 2748.71 FEET = 166.59 RODS
PERMANENT EASEMENT: (3.16 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (6.65 AC.)

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/06/15	RG	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

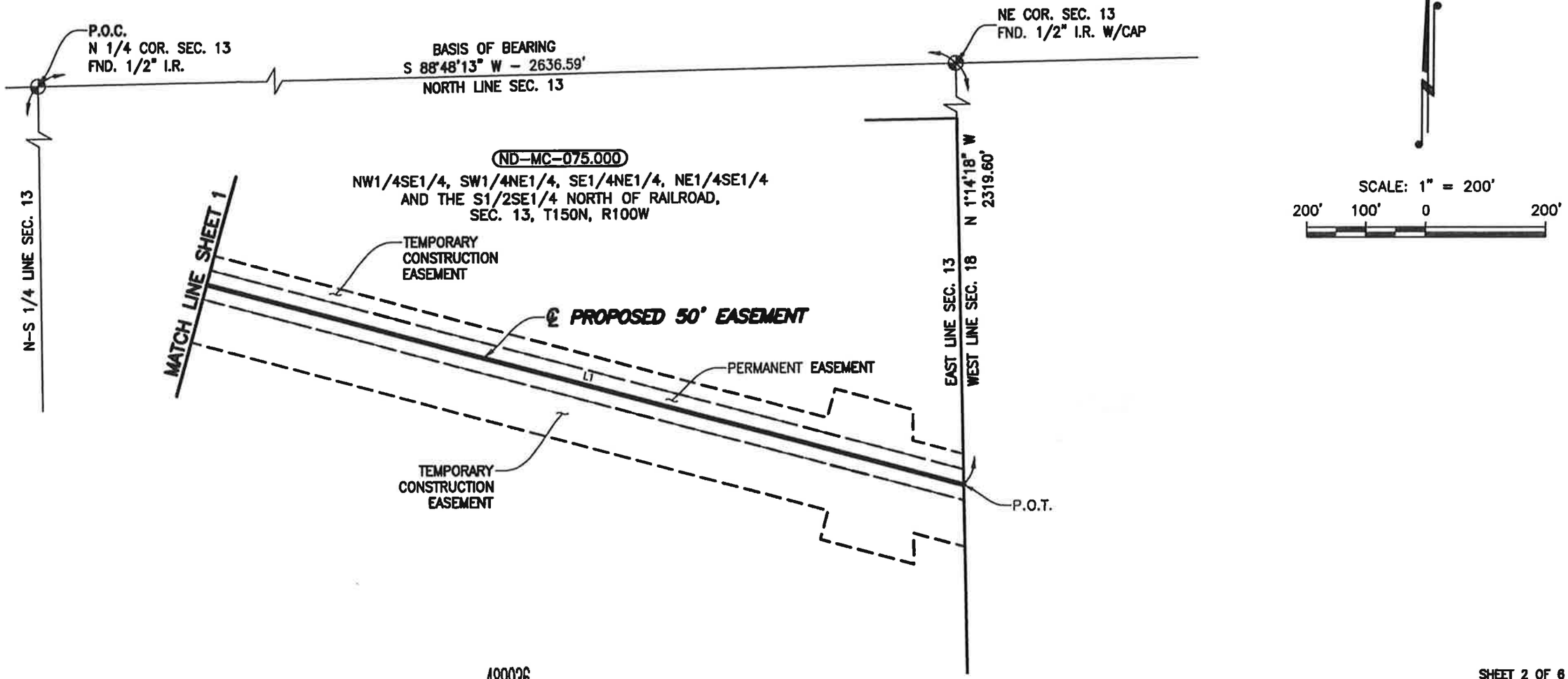
PROPOSED ℄ 50-FOOT EASEMENT
NW1/4SE1/4, SW1/4NE1/4, SE1/4NE1/4, NE1/4SE1/4 AND THE S1/2SE1/4
McKENZIE COUNTY NORTH OF RAILROAD, SEC. 13, T150N, R100W NORTH DAKOTA

DRAWN BY: RG	DATE: 09/23/15	DWG. NO. STENEHJEM-ND-MC-075.000	REV. 0
CHECKED BY: TC	DATE: 09/29/15		
SCALE: 1" = 200'	APP.: CH		

FILE: R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\MCKENZIE COUNTY\STENEHJEM-ND-MC-075.000.dwg PLOT DATE: 11/6/2015 BY: HUMBERSON, JEF

McKENZIE COUNTY, NORTH DAKOTA

SECTION 13, TOWNSHIP 150 NORTH, RANGE 100 WEST OF THE 5TH P.M.



SHEET 2 OF 6

County Recorder
McKenzie County
Watford City ND 58854

489036

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REV.	DATE	BY	DESCRIPTION	CHK.
0	11/06/15	RG	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
NW1/4SE1/4, SW1/4NE1/4, SE1/4NE1/4, NE1/4SE1/4 AND THE S1/2SE1/4
McKENZIE COUNTY NORTH OF RAILROAD, SEC. 13, T150N, R100W NORTH DAKOTA

DRAWN BY: RG	DATE: 09/23/15	DWG. NO. STENEHJEM–ND–MC–075.000	REV. 0
CHECKED BY: TC	DATE: 09/29/15		
SCALE: 1"=200'	APP.: CH		

FILE: R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\MCKENZIE COUNTY\STENEHJEM-ND-MC-075.000.dwg PLOT DATE: 11/6/2015 BY: HUMBERSON, JER

McKENZIE COUNTY, NORTH DAKOTA

SECTION 13, TOWNSHIP 150 NORTH, RANGE 100 WEST OF THE 5TH P.M.

Commencing at a 1/2 inch Iron Rod found at the North Quarter Section corner of Section 13; thence S01°08'53"E 1552.85 feet along the North–South Quarter Section line of said Section 13 to the Point Of Beginning. Thence S74°59'56"E 2748.71 feet along the centerline of the permanent easement to the Point of Termination in the East Section line of said Section 13 from which a 1/2 inch Iron Rod with Cap found at the Northeast Section corner of said Section 13 bears N01°14'18"W 2319.60 feet. Said permanent easement contains 3.17 acres, more or less.

County Recorder
McKenzie County
Watford City ND 58854

489036

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/06/15	MM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50–FOOT EASEMENT
NW1/4SE1/4, SW1/4NE1/4, SE1/4NE1/4, NE1/4SE1/4 AND THE S1/2SE1/4
McKENZIE COUNTY NORTH OF RAILROAD, SEC. 13, T150N, R100W NORTH DAKOTA

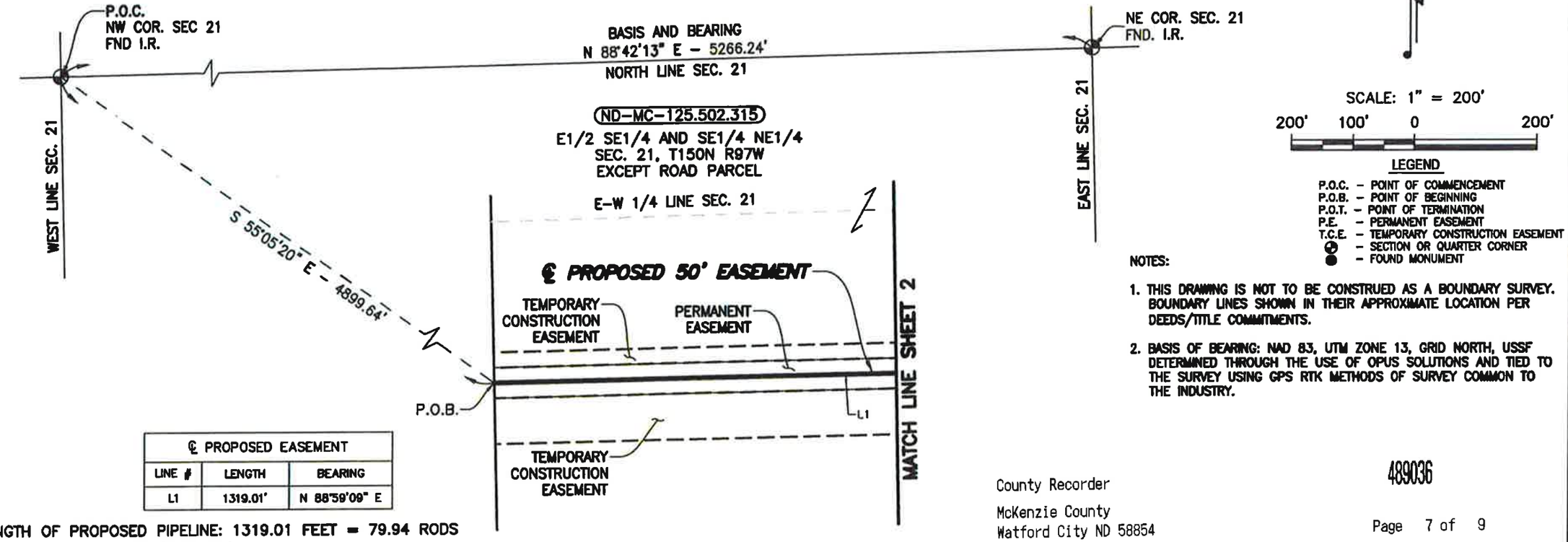
DRAWN BY: MM	DATE: 09/28/15	DWG. NO. STENEHJEM–ND–MC–075.000	REV. 0
CHECKED BY: TC	DATE: 09/29/15		
SCALE: N.T.S.	APP.: CH		

FILE: R:\Projects\10395700\DISCIPLINE\CAD\DRAWINGS\94–PROPERTY_PLAT\NORTH DAKOTA\MCKENZIE COUNTY\STENEHJEM–ND–MC–075.000.dwg PLOT DATE: 11/6/2015 BY: HUMBERSON, JEREMY

McKENZIE COUNTY, NORTH DAKOTA

SECTION 21, TOWNSHIP 150 NORTH, RANGE 97 WEST OF THE 5TH P.M.

EXHIBIT "A" CONTINUED



℄ PROPOSED EASEMENT		
LINE #	LENGTH	BEARING
L1	1319.01'	N 88°59'09" E

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

LENGTH OF PROPOSED PIPELINE: 1319.01 FEET = 79.94 RODS
PERMANENT EASEMENT: (1.51 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (3.37 AC.)

County Recorder
McKenzie County
Watford City ND 58854

489036

SHEET 4 OF 6

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/06/15	JMH	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

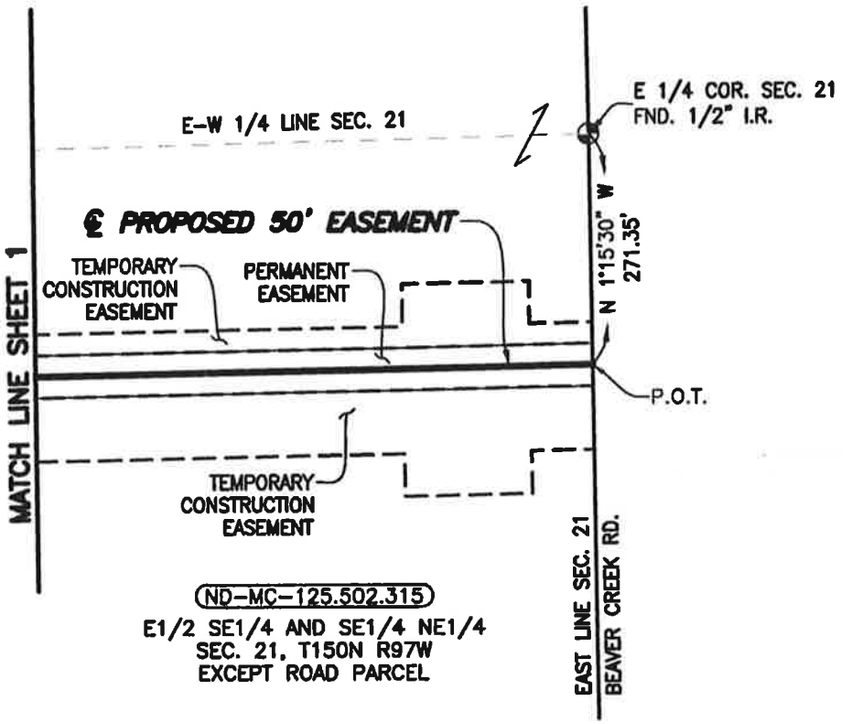
PROPOSED ℄ 50-FOOT EASEMENT
E1/2 SE1/4 AND SE1/4 NE1/4 SEC. 21, T150N R97W, EXCEPT ROAD PARCEL
McKENZIE COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 09/28/15	DWG. NO. STENEHJEM-ND-MC-125.502.315	REV. 0
CHECKED BY: TC	DATE: 09/29/15		
SCALE: 1" = 200'	APP.: CH		

FILE: R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\MCKENZIE COUNTY\STENEHJEM-ND-MC-125.502.315.dwg PLOT DATE: 11/6/2015 BY: HUMBERSON,

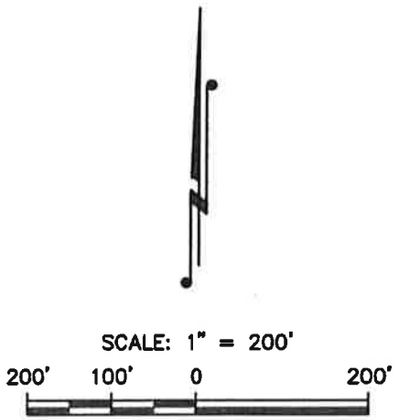
McKENZIE COUNTY, NORTH DAKOTA

SECTION 21, TOWNSHIP 150 NORTH, RANGE 97 WEST OF THE 5TH P.M.



ND-MC-125.502.315

E1/2 SE1/4 AND SE1/4 NE1/4
SEC. 21, T150N R97W
EXCEPT ROAD PARCEL



County Recorder
McKenzie County
Watford City ND 58854

489036

SHEET 5 OF 6

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/09/15	JMH	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT

E1/2 SE1/4 AND SE1/4 NE1/4 SEC. 21, T150N R97W, EXCEPT ROAD PARCEL
McKENZIE COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 09/28/15	DWG. NO. STENEHJEM-ND-MC-125.502.315	REV. 0
CHECKED BY: TC	DATE: 09/29/15		
SCALE: 1" = 200'	APP.: CH		

FILE: R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\MCKENZIE COUNTY\STENEHJEM-ND-MC-125.502.315.dwg PLOT DATE: 11/6/2015 BY: HUMBERSON,

McKENZIE COUNTY, NORTH DAKOTA

SECTION 21, TOWNSHIP 150 NORTH, RANGE 97 WEST OF THE 5TH P.M.

Commencing at an Iron Rod found at the Northwest Section corner of Section 21; thence S55°05'20"E 4899.64 feet to the Point Of Beginning. Thence N88°59'09"E 1319.01 feet along the centerline of the permanent easement to the Point of Termination in the East Section line of said Section 21 from which a 1/2 inch Iron Rod found at the East Quarter Section corner of said Section 21 bears N01°15'30"W 271.35 feet. Said permanent easement contains 1.51 acres, more or less.

County Recorder
McKenzie County
Watford City ND 58854

489036

SHEET 6 OF 6

REV.	DATE	BY	DESCRIPTION	CHK.
0	11/06/15	JMH	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E1/2 SE1/4 AND SE1/4 NE1/4 SEC. 21, T150N R97W, EXCEPT ROAD PARCEL
McKENZIE COUNTY NORTH DAKOTA

DRAWN BY: JMH	DATE: 09/28/15	DWG. NO. STENEHJEM-ND-MC-125.502.315	REV. 0
CHECKED BY: TC	DATE: 09/29/15		
SCALE: N.T.S.	APP.: CH		

FILE: R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\84-PROPERTY_PLAT\NORTH DAKOTA\MCKENZIE COUNTY\STENEHJEM-ND-MC-125.502.315.dwg PLOT DATE: 11/6/2015 BY: HUMBERSON, JEREMY

Return to:
CONTRACTLAND STAFF LLC
2245 TEXAS DR STE 200

SUGAR LAND TX 77479

48000/4

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 10

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-127.502.300, 128.502.300, 129.502.300
PARCEL ID: 130011100, 130011300, 130011600
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated February 7th, 2015, is between Dale C. Jorgenson and Barbara Ann Jorgenson, husband and wife, as joint tenants and not as tenants in common, whose mailing address is 11542 Highway 23, Watford City, ND 58854, (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 400 acres of land, more or less, situated in the North Half of the southeast Quarter (N1/2SE1/4), Section 22, and all of Section 23, all in Township 150 North, Range 97 West, McKenzie County, North Dakota, more particularly described in Warranty Deed dated 1/10/1966 from Fred Peterson, a Widower, and Sigvart Peterson, a Widower by Fred Peterson, his Attorney-in-Fact, to Dale C. Jorgenson and Barbara Ann Jorgenson, husband and wife, as joint tenants and not as tenants in common, recorded in Document Number 177094, Book 111 Page 549, Office of Register of Deeds, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the

Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 7TH day of February, 2015.

GRANTOR:

Barbara Ann Jorgenson

Barbara Ann Jorgenson

ACKNOWLEDGMENT

(Individual)

State of N. DAKOTA)
)ss
County of MCKENZIE)

BEFORE ME, the undersigned authority, on this day personally appeared BARBARA ANN JORGENSON, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 7TH day of February, 2015.

Sharon Starks

Notary Public

My Commission Expires: 12/30/20

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

480074

County Recorder
McKenzie County
Watford City ND 58854

Page 5 of 10

EXECUTED this 7TH day of February, 2015.

GRANTOR:

Dale C. Jorgenson by Barbara Ann Jorgenson P.O.A.
Dale C. Jorgenson

ACKNOWLEDGMENT

(Individual)

State of N. DAKOTA)
)ss
County of McKENZIE)

BEFORE ME, the undersigned authority, on this day personally appeared BARBARA ANN JORGENSON known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 7TH day of February, 2015.

Sharon Starks
Notary Public

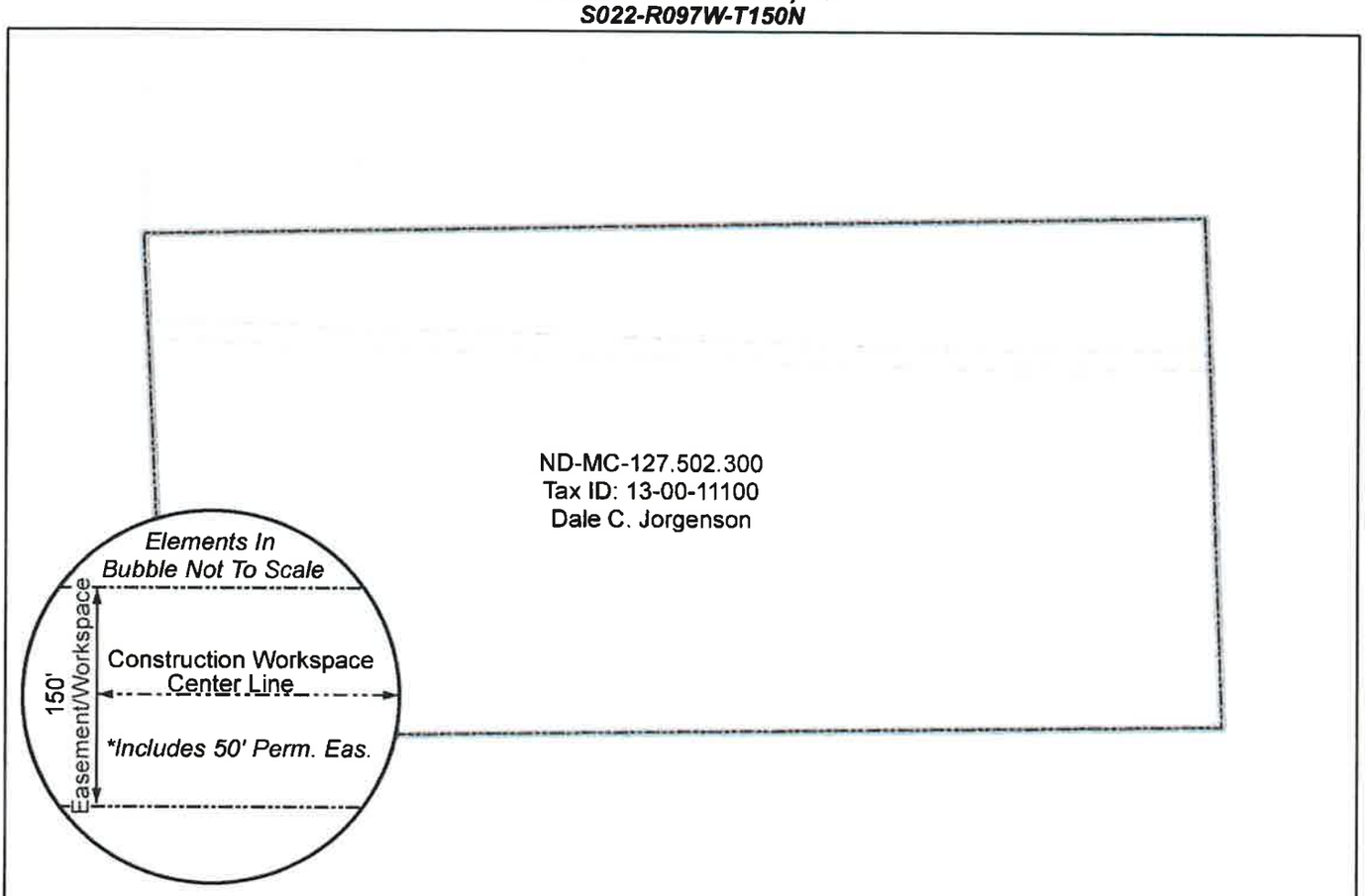
My Commission Expires: 12/30/20

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

Exhibit A

MCKENZIE COUNTY, ND

S022-R097W-T150N



ROW Length: 2625.28 Ft. = 159.11 Rods

Proposed Permanent Easement: 3.01 Ac.

Temp Easement/ Workspace: 6.03 Ac.

Add Temp Easement/ Workspace: Ac.

Launch & Receiver/Valve Site: Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 500

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Dale C. Jorgenson

Tract No.: ND-MC-127.502.300

Property Boundaries

Proposed Permanent Easement

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

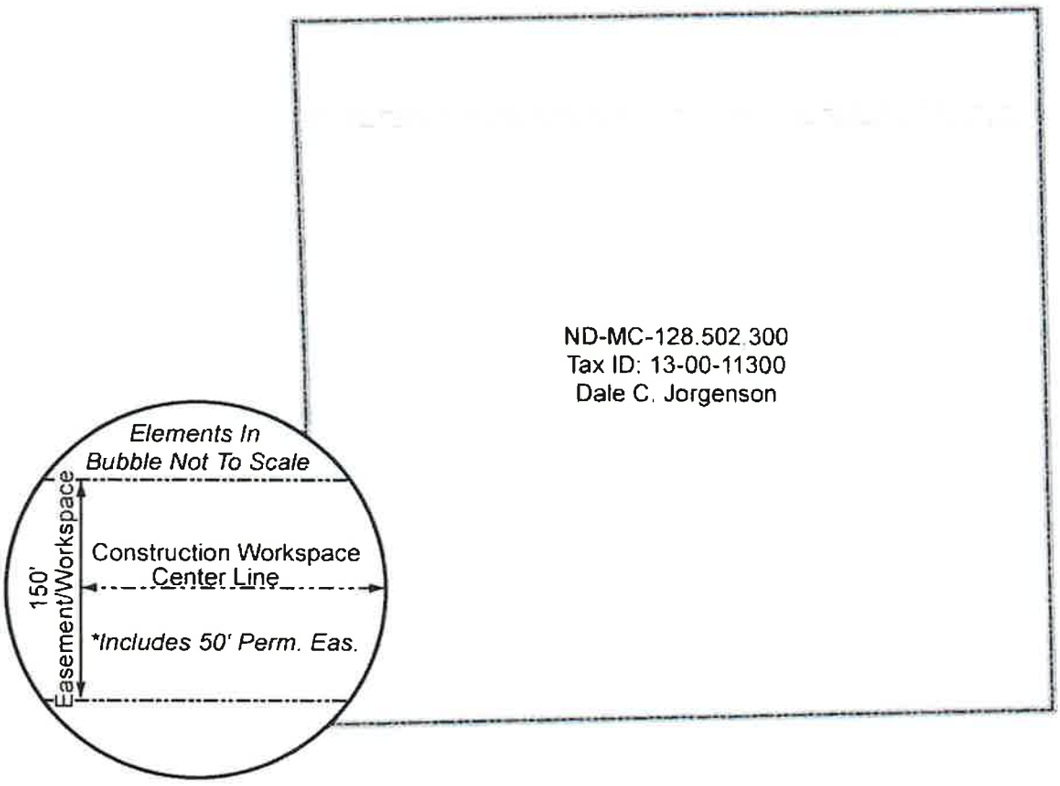
Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Tuesday, January 13, 2015 1:15:17 PM

Exhibit A

MCKENZIE COUNTY, ND
S023-R097W-T150N



ROW Length: 2697.17 Ft. = 163.46 Rods
Proposed Permanent Easement: 3.1 Ac.
Temp Easement/ Workspace: 6.19 Ac.
Add Temp Easement/ Workspace: Ac.
Launch & Receiver/Valve Site: Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Dale C. Jorgenson

Tract No.: ND-MC-128.502.300

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

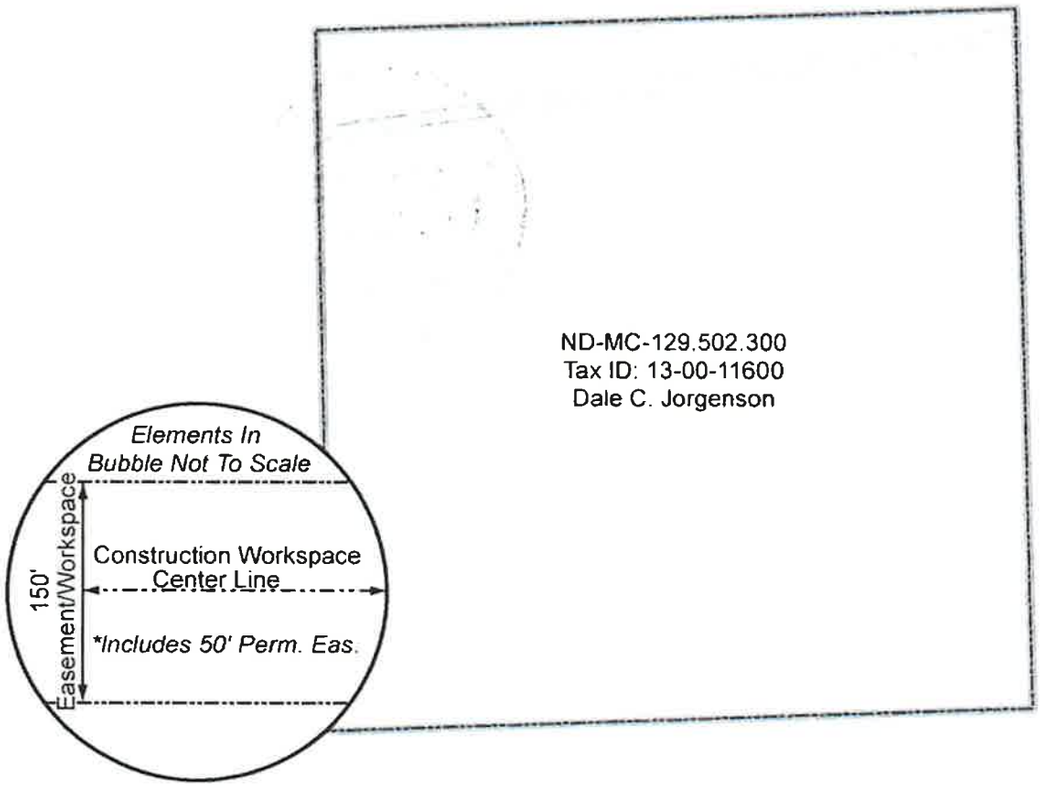
Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

BF
Landowner Initials

Date Exported: Tuesday, January 13, 2015 1:15:19 PM

Exhibit A

MCKENZIE COUNTY, ND
S023-R097W-T150N



ROW Length: 2591.3 Ft. = 157.05 Rods
Proposed Permanent Easement: 2.97 Ac.
Temp Easement/ Workspace: 5.95 Ac.
Add Temp Easement/ Workspace: Ac.
Launch & Receiver/Valve Site: Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 500 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Dale C. Jorgenson

Tract No.: ND-MC-129.502.300

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

BC
Landowner Initials

Date Exported: Tuesday, January 13, 2015 1:15:22 PM

Return to:
CONTRACTLAND STAFF LLC
2245 TEXAS DR STE 200

SUGAR LAND TX 77479

40001

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 9

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: NC-MC-128.000, 130.000
PARCEL ID: 130011950, 130011800
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated FEBRUARY 23, 2015, is between **Delmer Rink and Marcelline Rink, husband and wife,** whose mailing address is **10955 25th Street Northwest, Keene, ND 58847,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 347.42 acres of land, more or less, situated in the North Half (N1/2) and Northwest Quarter of the Southwest Quarter (NW1/4SW1/4), of Section 24, Township 150 North, Range 97 West, McKenzie County, North Dakota, more particularly described as all of Section 24 in Warranty Deed dated 5/8/1996 from Leroy S. Rink, also known as Leroy Rink, a single person, to Delmer Rink and Marcelline Rink, husband and wife, recorded under Document Number 324890, Office of Register of Deeds, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the

Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 23 day of February, 2015.

GRANTOR:

Delmer L. Rink

ACKNOWLEDGMENT

(Individual)

State of Arizona)
)ss
County of Maricopa)

BEFORE ME, the undersigned authority, on this day personally appeared Delmer Rink, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of February, 2015.

Notary Public

My Commission Expires: 9/14/2018

Paige Cook
Notary Public
Maricopa County, Arizona
My Comm. Expires 09-14-18

480071

County Recorder
McKenzie County
Watford City ND 58854

Page 5 of 9

EXECUTED this 23 day of February, 2015.

GRANTOR:

Marcelline Rink

Marcelline Rink

ACKNOWLEDGMENT

(Individual)

State of Arizona)
)ss
County of Maricopa)

BEFORE ME, the undersigned authority, on this day personally appeared Marcelline Rink, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of February, 2015.

Notary Public

My Commission Expires: 9/14/2018

Paige Cook
Notary Public
Maricopa County, Arizona
My Comm. Expires 09-14-18

480071

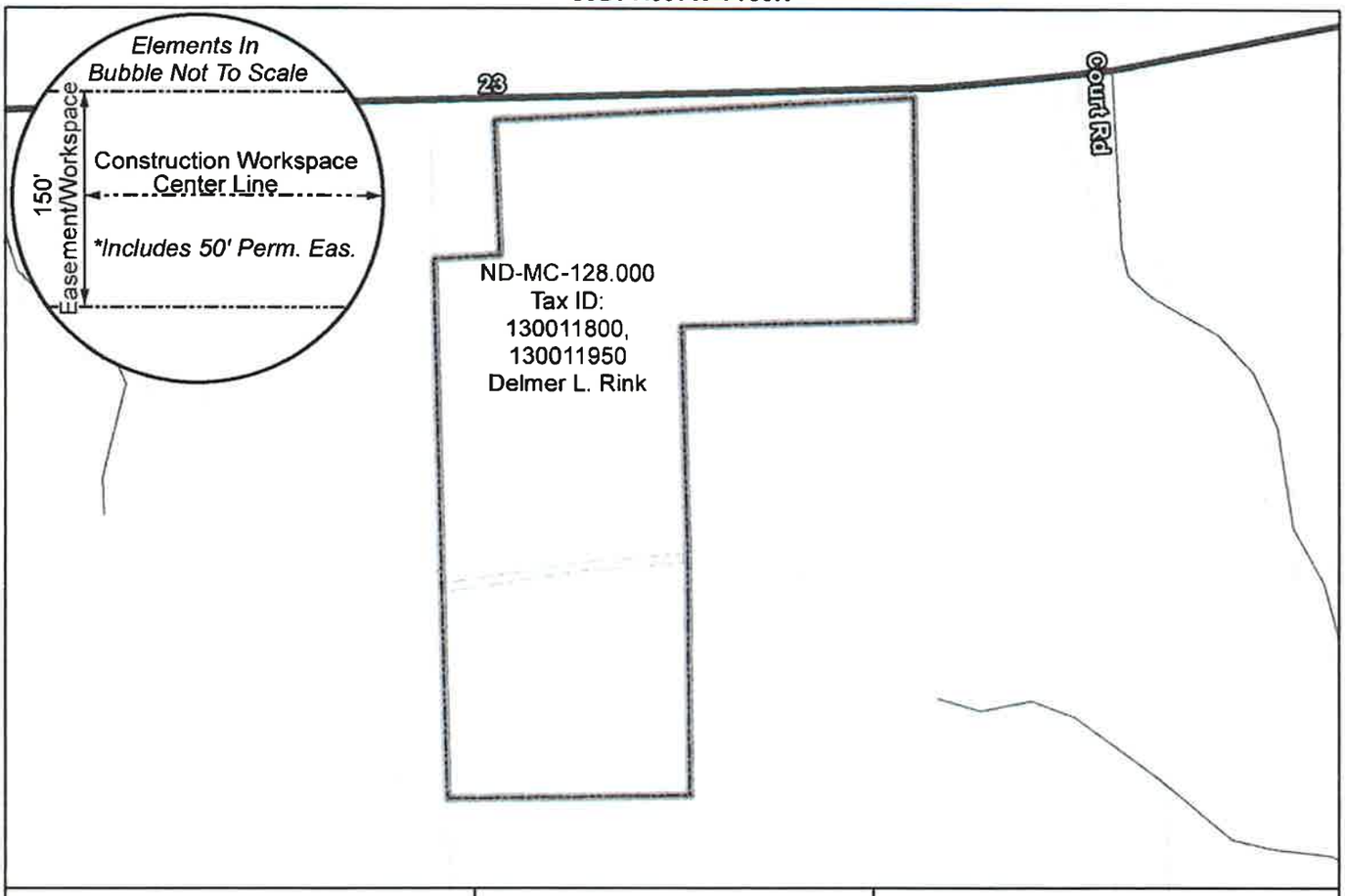
County Recorder
McKenzie County
Watford City ND 58854

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Exhibit A

MCKENZIE COUNTY, ND

S024-R097W-T150N



ROW Length: 1385.08 Ft. = 83.94 Rods

Proposed Permanent Easement: 1.59 Ac.

Temp Easement/ Workspace: 3.18 Ac.

Add Temp Easement/ Workspace: 0 Ac.

Launch & Receiver/Valve Site: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 500 1,000 Feet

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Delmer L. Rink

Tract No.: ND-MC-128.000

Property Boundaries

Proposed Permanent Easement

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

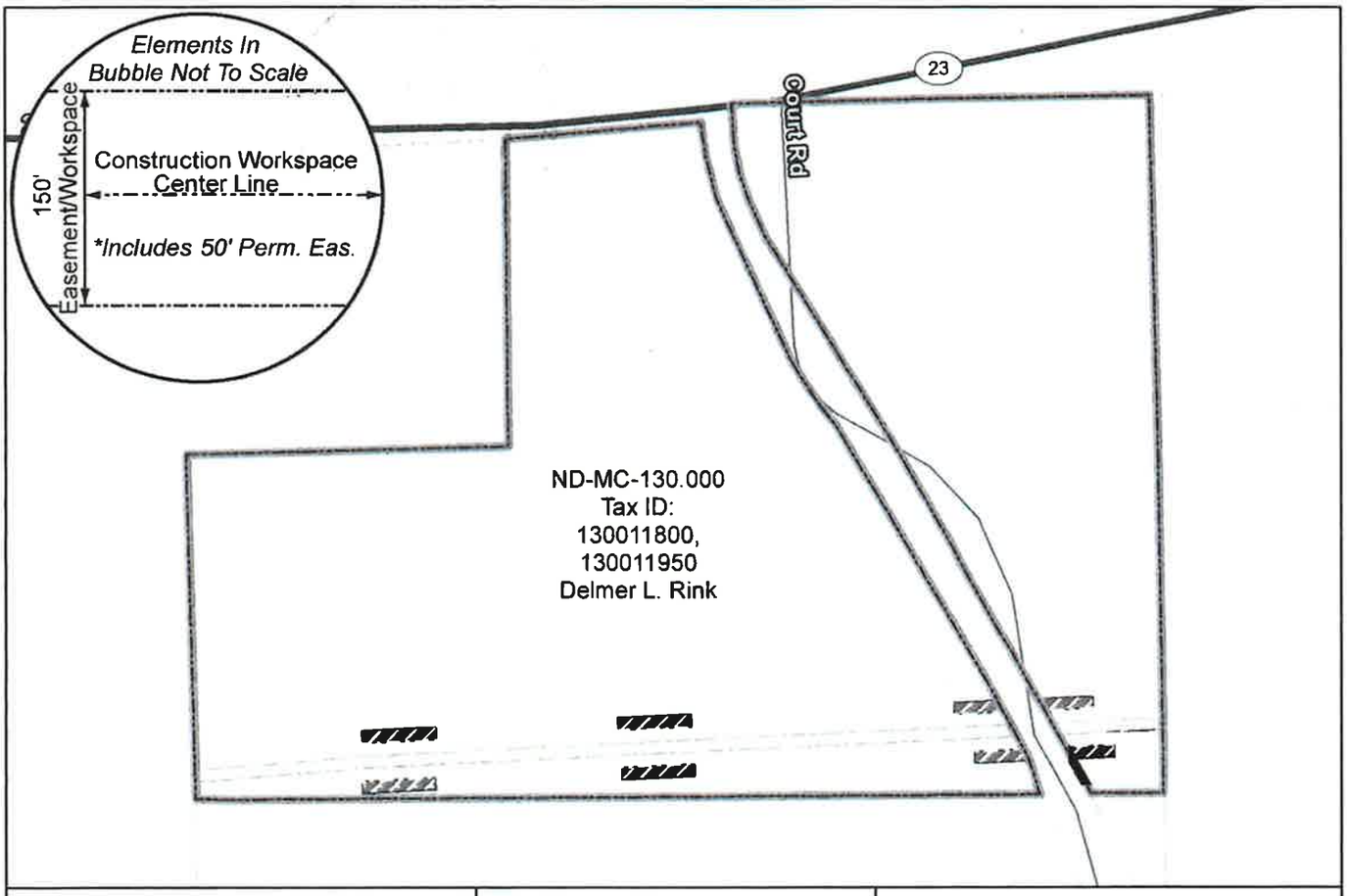
Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Tuesday, January 06, 2015 2:42:08 PM

Exhibit A

MCKENZIE COUNTY, ND
S024-R097W-T150N



ROW Length: 3747.04 Ft. = 227.09 Rods
Proposed Permanent Easement: 4.3 Ac.
Temp Easement/ Workspace: 8.6 Ac.
Add Temp Easement/ Workspace: 2.29 Ac.
Launch & Receiver/Valve Site: 0 Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 500 1,000 Feet

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Delmer L. Rink

Tract No.: ND-MC-130.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Tuesday, January 06, 2015 2:42:12 PM

Return to:
CONTRACT LANDS STAFF LLC
1100 WEISS AVENUE

BISMARCK ND 58503

483628
County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 10

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-MC-132.000, 133.000, 132.300, 133.300
PARCEL ID: 690009350, 690009300, 690008900, 690009200
COUNTY: McKenzie

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated July 11, 2015, is between Calvin L. Parrish a/k/a Calvin Parrish and Janette C. Parrish, husband and wife, and Nicole C. Parrish, whose mailing address is 2492 Beaver Creek Road, Watford City, ND 58854, (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

LT1-NWNW LT2-SWNW LT3-NWSW
All that certain lot, tract or parcel of land, containing 497.81 acres of land, more or less, situated in Southeast Quarter of the Northwest Quarter (SE/4NW/4); Lot 1; Lot 4; Southeast Quarter of the Southwest Quarter (SE/4SW/4); Lot 3; Northeast of the Southwest Quarter (NE/4SW/4); South Half of the Northeast Quarter (S/2NE/4); and the Northeast Quarter of the Northeast Quarter (NE/4NE/4), all in Section 19, Township 150 North, Range 96 West, McKenzie County, North Dakota, more particularly described in Warranty Deed dated 3/5/1996 from Lloyd Parrish, a/k/a Lloyd F. Parrish, individually and as Conservator for Helen Parrish, to Calvin L. Parrish, a/k/a Calvin Parrish and Janette C. Parrish, husband and wife, and Nicole C. Parrish, recorded in Document Number 324405, County Recorder, McKenzie County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area

immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement and has also been paid for any future damage or loss of revenue for the prohibition or restrictions on mining of scoria, coal, and gravel within the boundaries of the Permanent Easement Property. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 11TH day of July, 2015.

GRANTOR:

Calvin L. Parrish

ACKNOWLEDGMENT

State of N. Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Calvin L. Parrish, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 11TH day of July, 2015.

Sharon Starks
Notary Public

My Commission Expires: 12/30/20

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

County Recorder
McKenzie County
Watford City ND 58854

483628

Page 5 of 10

EXECUTED this 16TH day of July, 2015.

GRANTOR:

Janette C. Parrish

Janette C. Parrish

ACKNOWLEDGMENT

State of N. Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Janette C. Parrish, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16TH day of July, 2015.

Sharon Starks

Notary Public

My Commission Expires: 12/30/20

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

County Recorder
McKenzie County
Watford City ND 58854

483628

Page 6 of 10

EXECUTED this 16TH day of July, 2015.

GRANTOR:

Nicole C. Parrish

Nicole C. Parrish

ACKNOWLEDGMENT

State of N. Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Nicole C. Parrish, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16TH day of July, 2015.

Sharon Starks

Notary Public

My Commission Expires: 12/30/20

SHARON STARKS
Notary Public
State of North Dakota
My Commission Expires Dec. 30, 2020

483628

County Recorder

McKenzie County
Watford City ND 58854

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Exhibit A

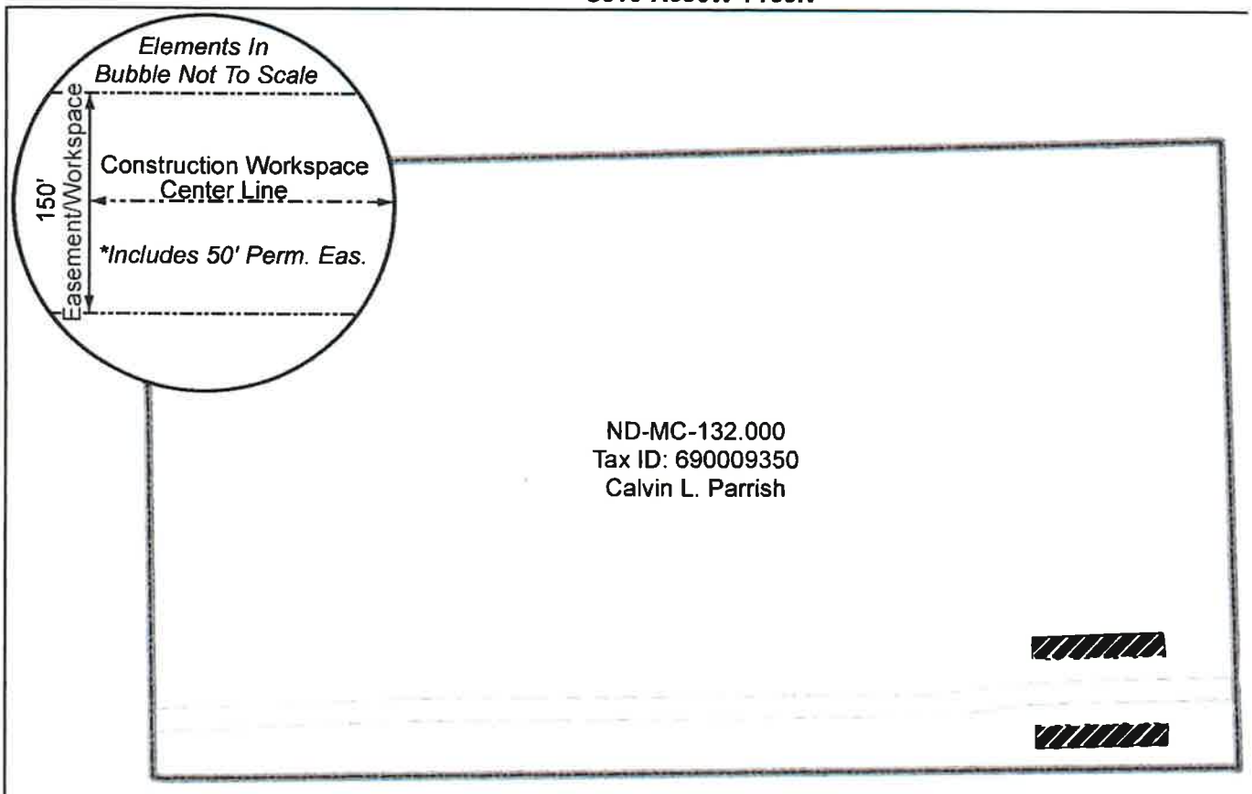
MCKENZIE COUNTY, ND

S019-R096W-T150N

County Recorder
McKenzie County
Watford City ND 58854

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483620



ROW Length: 2445.99 Ft. = 148.24 Rods
Proposed Permanent Easement: 2.81 Ac.
Temp Easement/ Workspace: 5.62 Ac.
Add Temp Easement/ Workspace: 0.69 Ac.
Launch & Receiver/Valve Site: 0 Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 500 Feet

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Calvin L. Parrish

Tract No.: ND-MC-132.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

CJP

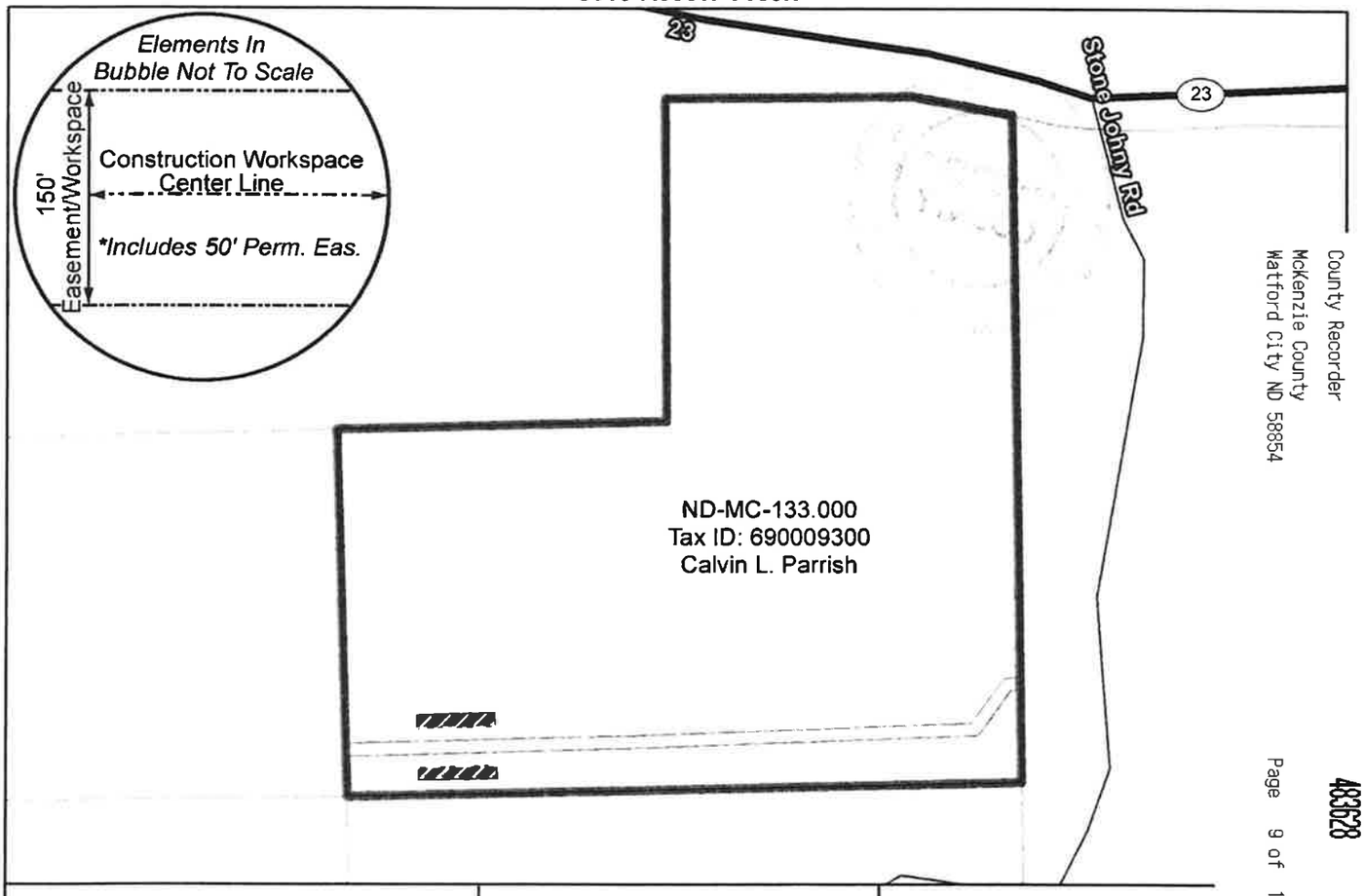
Landowner Initials

Date Exported: Tuesday, January 06, 2015 2:42:16 PM

Exhibit A

MCKENZIE COUNTY, ND

S019-R096W-T150N



County Recorder
McKenzie County
Watford City ND 58854

483628

ROW Length: 2673.33 Ft. = 162.02 Rods

Proposed Permanent Easement: 3.07 Ac.

Temp Easement/ Workspace: 6.13 Ac.

Add Temp Easement/ Workspace: 0.7 Ac.

Launch & Receiver/Valve Site: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Calvin L. Parrish

Tract No.: ND-MC-133.000

Property Boundaries

Proposed Permanent Easement

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Tuesday, January 06, 2015 2:42:19 PM



County Recorder

McKenzie County
Watford City ND 58854

483628

COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded. 483628

Ann M Johnsrud, County Recorder Fee $37.00

By Alicia Madsen, Deputy Jul 31, 2015 02:20 PM

EXHIBIT H-4

Easements and Memorandum of Easements

Dunn County

EXHIBIT H-4(a)

Reroute Location 50

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 1100 Weiss Avenue, Bismarck, ND 58503, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-009.000, 011.300
PARCEL ID: 012269000, 012270000, 012281000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated November 12, 2015, is between **William E. Jorgenson**, whose mailing address is **11010 16th Street Northwest, Watford City, ND 58854** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a twenty five foot (25') wide non-exclusive, free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, and (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement")."). The Pipeline Easement and the Temporary Construction Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of (within the boundaries of the Pipeline Easement) , abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 321.21 acres of land, more or less, situated in the E½NW¼; NW¼NW¼; and Lots 01, 02 and 05 in Section 23, also Lots 01 and 02 in Section 26, all in Township 148 North, Range 96 West, Dunn County, North Dakota, and as more particular described in Personal Representative's Deed of Distribution dated, December 30, 1998 from William E. Jorgenson as Personal Representative of the Estate of Einar Jorgenson, Deceased, to William E. Jorgenson, recorded on January 12, 1999 in Recorder's File Number 3000997; Book 122, page 354 in Dunn County Recorder's Office, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement and Temporary Construction Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as

PIPELINE EASEMENT $63.00
Lisa Guenther, Dunn County Recorder
By
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determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 12.5' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing. Grantee agrees to place such markers and test leads at property lines, fence lines, points of inflection, or foreign pipeline crossings when reasonable to do so.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry within the boundaries of the Pipeline Easement and Temporary Construction Easement (while in effect)for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. If Grantor erects any fences across the Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Pipeline Easement is locked, Grantor must supply Grantee with a key or allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement and the Temporary Construction Easement.. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Any payment tendered by Grantee to Grantor as consideration for this

PIPELINE EASEMENT $63.00
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By

agreement does not cover any actual damages that may arise from maintaining or repairing the pipeline after the initial construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement and the Pipeline Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement. Grantee shall use Grantee's best efforts to control by appropriate spraying with chemicals, if allowed by federal, state or local laws or regulations, clipping or other means all noxious weeds that grow within the pipeline right of way to the extent caused by Grantee's operations on or maintenance of the pipeline.

6. Grantor excepts from the Pipeline Easement and reserves to Grantor, rights to farm the Pipeline Easement and to graze livestock thereon. Grantor further reserves the right to build and maintain fences, terraces, power lines, and pipelines across the Pipeline Easement as well as the right to fully use and enjoy the said premises in any manner on the Pipeline Easement except for the purposes granted to the said Grantee. Grantor reserves the right to convey similar rights and privileges to such other persons and at such other times as Grantor may so desire; provided that such additional rights and privileges granted shall be exercised in a reasonable manner so as not to interfere with the rights of Grantee herein.

7. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

8. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

9. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

10. Grantee agrees to furnish Grantor any cultural artifacts, unearthed as a result of Grantee's construction activities on Grantor's property.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement shall be in perpetuity, and provisions

PIPELINE EASEMENT $63.00
Lisa Guenther, Dunn County Recorder
By

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12/1/2015 12:44 PM

of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 12 day of Nov, 2015.

GRANTOR:

William E. Jorgenson

PIPELINE EASEMENT $63.00
3078451
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12/1/2015 12:44 PM
By

ACKNOWLEDGMENT

State of North Dakota)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared William E. Jorgenson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 12 day of November, 2015.

Julie M DiMeo
Notary Public

JULIE M DIMEO
Notary Public
State of North Dakota
My Commission Expires November 9, 2016

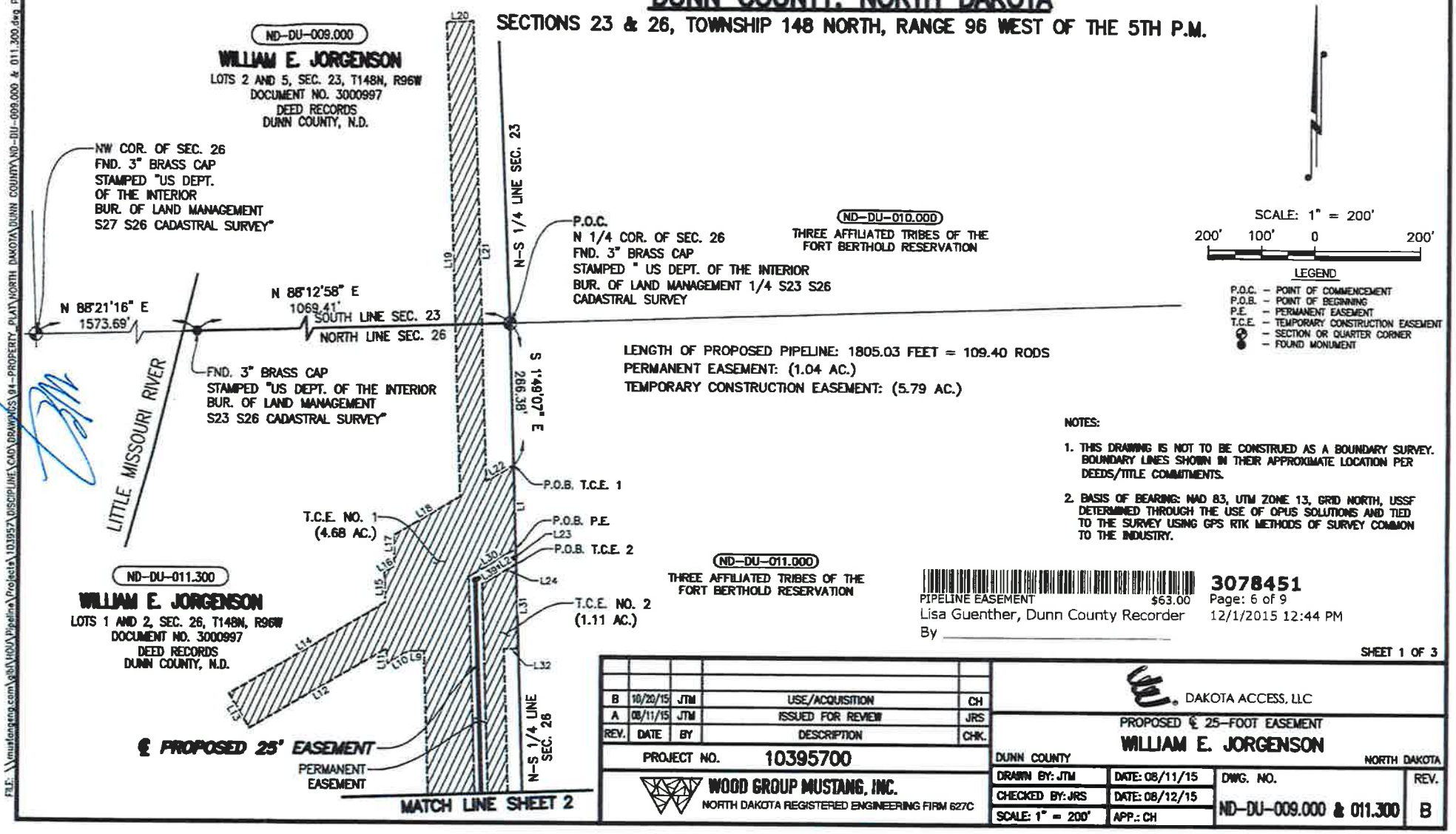
My Commission Expires: 11-9-16

PIPELINE EASEMENT $63.00
Lisa Guenther, Dunn County Recorder
By

3078451
Page: 5 of 9
12/1/2015 12:44 PM

DUNN COUNTY, NORTH DAKOTA

SECTIONS 23 & 26, TOWNSHIP 148 NORTH, RANGE 96 WEST OF THE 5TH P.M.



LENGTH OF PROPOSED PIPELINE: 1805.03 FEET = 109.40 RODS
PERMANENT EASEMENT: (1.04 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (5.79 AC.)

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

PIPELINE EASEMENT $63.00
Lisa Guenther, Dunn County Recorder
By _____
3078451
Page: 6 of 9
12/1/2015 12:44 PM

SHEET 1 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
B	10/20/15	JTM	USE/ACQUISITION	CH
A	08/11/15	JTM	ISSUED FOR REVIEW	JRS

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 25-FOOT EASEMENT
WILLIAM E. JORGENSON
DUNN COUNTY NORTH DAKOTA

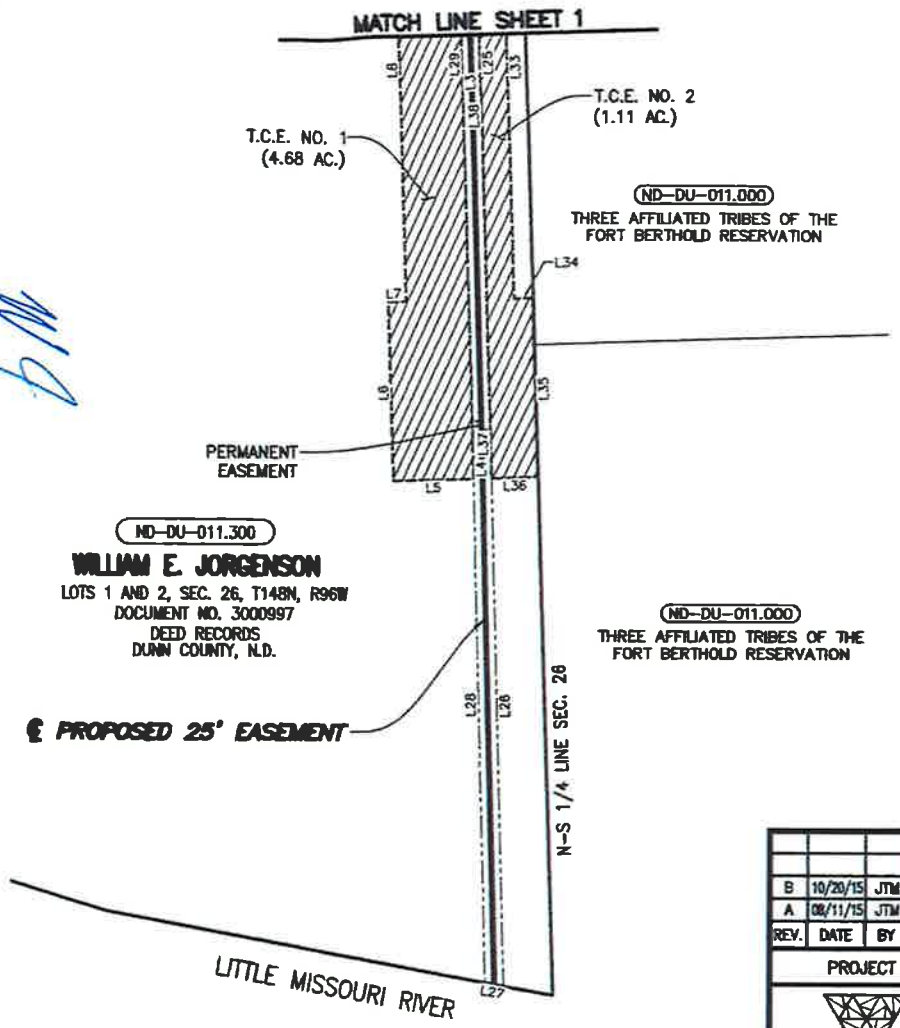
DRAWN BY: JTM	DATE: 08/11/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 08/12/15	ND-DU-009.000 & 011.300	B
SCALE: 1" = 200'	APP.: CH		

FILE: \\mustangcorp.com\v8\N\N0\A\Pipeline\Projects\A103957\A\DISCIPLINE\CAD\DRAWINGS\04-PROPERTY_PLAT\NORTH DAKOTA\DUNN COUNTY\ND-DU-009.000 & 011.300.dwg PLOT DATE

DUNN COUNTY, NORTH DAKOTA

SECTIONS 23 & 26, TOWNSHIP 148 NORTH, RANGE 96 WEST OF THE 5TH P.M.

PIPELINE EASEMENT $63.00
3078451
Page: 7 of 9
Lisa Guenther, Dunn County Recorder
12/1/2015 12:44 PM
By _____



T.C.E. No. 1 Line Table		
LINE #	LENGTH	BEARING
L1	157.25'	S1°49'07"E
L2	102.08'	S59°09'21"W
L3	948.43'	S1°52'56"E
L4	75.04'	S1°33'18"E
L5	112.07'	S88°07'04"W
L6	250.00'	N1°52'56"W
L7	25.00'	N88°07'04"E
L8	636.62'	N1°52'56"W
L9	30.69'	S88°07'04"W
L10	44.51'	S59°09'21"W
L11	28.57'	N1°52'56"W
L12	295.82'	S59°09'21"W
L13	75.00'	N30°50'39"W
L14	337.33'	N59°09'21"E
L15	57.15'	N1°52'56"W
L16	22.44'	N59°09'21"E
L17	57.15'	N1°52'56"W
L18	142.87'	N59°09'21"E
L19	886.30'	N1°52'56"W
L20	50.00'	N88°07'04"E
L21	858.63'	S1°52'56"E
L22	59.42'	N59°09'21"E

P.E. Line Table		
LINE #	LENGTH	BEARING
L23	28.59'	S1°49'07"E
L24	73.47'	S59°09'21"W
L25	933.76'	S1°52'56"E
L26	778.86'	S1°33'18"E
L27	25.56'	N79°31'36"W
L28	773.46'	N1°33'18"W
L29	948.43'	N1°52'56"W
L30	102.08'	N59°09'21"E

T.C.E. No. 2 Line Table		
LINE #	LENGTH	BEARING
L31	157.68'	S1°49'07"E
L32	26.60'	S88°07'04"W
L33	636.62'	S1°52'56"E
L34	25.00'	N88°07'04"E
L35	250.00'	S1°52'56"E
L36	62.93'	S88°07'04"W
L37	74.97'	N1°33'18"W
L38	933.76'	N1°52'56"W
L39	73.47'	N59°09'21"E

SCALE: 1" = 200'

200' 100' 0 200'

LEGEND

P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
P.E. – PERMANENT EASEMENT
T.C.E. – TEMPORARY CONSTRUCTION EASEMENT
– SECTION OR QUARTER CORNER
– FOUND MONUMENT

SHEET 2 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
B	10/20/15	JTM	USE/ACQUISITION	CH
A	08/11/15	JTM	ISSUED FOR REVIEW	JRS

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 25-FOOT EASEMENT
WILLIAM E. JORGENSON
DUNN COUNTY NORTH DAKOTA

DRAWN BY: JTM	DATE: 08/11/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 08/12/15	ND-DU-009.000 & 011.300	B
SCALE: 1" = 200'	APP.: CH		

FILE: \\mustangeng.com\gbl\HOU\Pipeline\Projects\10395700\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\DUNN COUNTY\ND-DU-009.000 & 011.300.dwg PLOT DATE

DUNN COUNTY, NORTH DAKOTA

SECTIONS 23 & 26, TOWNSHIP 148 NORTH, RANGE 96 WEST OF THE 5TH P.M.

Permanent Easement Description

A 25.0 foot wide Permanent Easement:
That part of Lots 1 and 2 of Section 26, Township 148 North, Range 96 West of the 5th P.M., Dunn County, North Dakota, described as Commencing at a 3 inch brass cap stamped "US DEPARTMENT OF THE INTERIOR BUR OF LAND MANAGEMENT 1/4 S23 S26 CADASTRAL SURVEY" found at the North Quarter corner of said Section 26, thence S01°49'07"E 423.63 feet along North Quarter line of said Section 26 and the William E. Jorgenson parcel as recorded in Document No. 3000997, Deed Records, Dunn County, to the Point of Beginning. Thence continuing S01°49'07"E 28.59 feet along Easterly line of said Jorgenson parcel to a point; thence S59°09'21"W 73.47 feet along the Southeasterly side of said permanent easement to a point, thence S01°52'56"E 933.76 feet to a point; thence S01°33'18"E 778.86 feet to a point on the South line of said Jorgenson parcel from which the East Quarter corner of Section 26 bears S83°02'33"E 2739.14 feet; thence N78°31'36"W 25.56 feet along the South line of the said Jorgenson parcel to a point; thence N01°33'18"W 773.46 feet along the Westerly side of said permanent easement to a point; thence N01°52'56"W 948.43 feet to a point; thence N59°09'21"E 102.08 feet to the Point of Beginning. Said permanent easement contains 1.04 acres, more or less.

Temporary Construction Easements (T.C.E.)

Temporary Construction Easement #1: That part of Lots 1 and 2 of Section 26 and Lots 2 and 5 of Section 13, Township 148 North, Range 96 West of the 5th P.M., Dunn County, North Dakota, described as Commencing at a 3 inch brass cap stamped "US DEPARTMENT OF THE INTERIOR BUR OF LAND MANAGEMENT 1/4 S23 S26 CADASTRAL SURVEY" found at the North Quarter corner of said Section 26, thence S01°49'07"E 266.38 feet along North Quarter line of said Section 26 and the William E. Jorgenson parcel as recorded in Document No. 3000997, Deed Records, Dunn County, to the Point of Beginning. Thence continuing S01°49'07"E 157.25 feet along Easterly line of said Jorgenson parcel to a point; thence S59°09'21"W 102.08 feet along the Southeasterly side of said temporary construction easement to a point, thence S01°52'56"E 948.43 feet to a point; thence S01°33'18"E 75.04 feet to a point from which the East Quarter corner of Section 26 bears S69°28'18"E 2950.42 feet; thence S88°07'04"W 112.07 feet along the Southerly side of the said temporary construction easement to a point; thence N01°52'56"W 250.00 feet along the Westerly side of said temporary construction easement to a point; thence N88°07'04"E 25.00 feet to a point; thence N01°52'56"W 636.62 feet to a point; thence S88°07'04"W 30.69 feet to a point; thence S59°09'21"W 44.51 feet to a point; thence N01°52'56"W 28.57 feet to a point; thence S59°09'21"W 295.82 feet to a point; thence N30°50'39"W 75.00 feet to a point; thence N59°09'21"E 337.33 feet to a point; thence N01°52'56"W 57.15 feet to a point; thence N59°09'21"E 22.44 feet to a point; thence N01°52'56"W 57.15 feet to a point; thence N59°09'21"E 142.87 feet to a point; thence N01°52'56"W 322.99 feet in passing the North Section line of Section 26 and the South Section line of Section 23 to a total distance of 886.30 feet to a point; thence N88°07'04"E 50.00 feet to a point; thence S01°52'56"E 563.39 feet in passing the South Section line of Section 23 and the North Section line of Section 26 to a total distance of 858.63 feet to a point; thence N59°09'21"E 59.42 feet to the Point of Beginning. Said temporary construction easement contains 4.68 acres, more or less.

Temporary Construction Easement #2: That part of Lots 1 and 2 of Section 26, Township 148 North, Range 96 West of the 5th P.M., Dunn County, North Dakota, described as Commencing at a 3 inch brass cap stamped "US DEPARTMENT OF THE INTERIOR BUR OF LAND MANAGEMENT 1/4 S23 S26 CADASTRAL SURVEY" found at the North Quarter corner of said Section 26, thence S01°49'07"E 452.22 feet along North Quarter line of said Section 26 and the William E. Jorgenson parcel as recorded in Document No. 3000997, Deed Records, Dunn County, to the Point of Beginning. Thence continuing S01°49'07"E 157.68 feet along Easterly line of said Jorgenson parcel to a point; thence S88°07'04"W 26.60 feet to a point, thence S01°52'56"E 636.62 feet along the Easterly side of said temporary construction easement to a point; thence N88°07'04"E 25.00 feet to a point; thence S01°52'56"E 250.00 feet to a point from which the East Quarter corner of Section 26 bears S68°48'09"E 2869.32 feet; thence S88°07'04"W 62.93 feet along the Southerly side of the said temporary construction easement to a point; thence N01°33'18"W 74.97 feet along the Westerly side of said temporary construction easement to a point; thence N01°52'56"W 933.76 feet to a point; thence N59°09'21"E 73.47 feet to the Point of Beginning. Said temporary construction easement contains 1.11 acres, more or less.

PIPELINE EASEMENT $63.00
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Page: 8 of 9
Lisa Guenther, Dunn County Recorder
12/1/2015 12:44 PM
By _____

SHEET 3 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
B	10/2015	JTM	USE/ACQUISITION	CH
A	08/11/15	JTM	ISSUED FOR REVIEW	JRS

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.

DAKOTA ACCESS, LLC

PROPOSED ℄ 25-FOOT EASEMENT
WILLIAM E. JORGENSON
DUNN COUNTY NORTH DAKOTA

DRAWN BY: JTM	DATE: 08/11/15	DWG. NO.	REV.
CHECKED BY: JRS	DATE: 08/12/15	NO-DU-009.000 & 011.300	B
SCALE: N.T.S.	APP.: CH		

FILE: \\mustangroup.com\dfs\HOU\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\DUNN COUNTY\ND-DU-009.000 & 011.300.dwg PLOT DATE: 10/21/2015 BY: MUKLEM, MIKE

PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By
3077993
Page: 1 of 8
10/29/2015 12:51 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-014.000
PARCEL ID: 012283000, 012284.000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 5th OCTOBER, 2015, is between **Rodney D. Wolf and Verna L. Wolf, as Trustees of the Rodney D. Wolf and Verna L. Wolf Family Surface Trust,** whose mailing address is **Box 191, Killdeer, ND 58640,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 219.50 acres of land, more or less, situated in Lot 3, Lot 4 and Lot 8 and the West half of the Southwest Quarter (W1/2SW1/4), Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 26, all in Township 148 North, Range 96 West of the 5th P.M., Dunn County, North Dakota, and as more particular described in Quit Claim Deed dated, September 19, 2014 from Rodney D. Wolf and Verna L. Wolf, husband and wife, to Rodney D. Wolf and Verna L. Wolf, as Trustees of the Rodney D. Wolf and Verna L. Wolf Family Surface Trust, recorded on October 22, 2014 in Recorder's File No. 3073741 in Dunn County Recorder's Office, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee shall not allow salt water or carbon dioxide (other than incidental quantities) to pass through the pipeline.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. Except in the event of an emergency, Grantee will provide Grantor or its tenant with reasonable prior notice before accessing his/her property for the purpose of constructing, maintaining, or operating the pipeline.

5. Grantee agrees to consult with Grantor prior to construction for the purposes of notifying Grantor of the proposed construction schedule and methods of construction.

6. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

7. Grantee agrees to not conduct construction activity on Grantor's property prior to March 31, 2016 with the exception of Grantee's use of the Easements for the installation of the pipeline by the method of horizontal directional drill across the Little Missouri River.

8. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

9. Grantee agrees to furnish Grantor any cultural artifacts, unearthed as a result of Grantee's construction activities on Grantor's property. Grantee shall have the right, but not obligation, to analyze, document, and assess such artifacts prior to providing same to Grantor.

10.. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

11. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not

interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

12. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

13. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

14. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

15. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

16. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

17. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

18. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

19. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

20. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

21. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

22. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 5TH day of OCTOBER, 2015.

GRANTOR:
Rodney D. Wolf and Verna L. Wolf Family Surface Trust

By: Rodney D. Wolf
Its: Trustee

GRANTOR:
Rodney D. Wolf and Verna L. Wolf Family Surface Trust

By: Verna L. Wolf
Its: Trustee

PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By _____
3077993
Page: 6 of 8
10/29/2015 12:51 PM

ACKNOWLEDGMENT

State of NORTH DAKOTA)
)ss
County of DUNN)

BEFORE ME, the undersigned authority, on this day personally appeared Rodney D. Wolf in his capacity as Trustee for the Rodney D. Wolf and Verna L. Wolf Family Surface Trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5TH day of OCTOBER, 2015.

Paul Upshaw
Notary Public

PAUL UPSHAW
Notary Public
State of North Dakota
My Commission Expires June 14, 2018

My Commission Expires: JUNE 14 2018

ACKNOWLEDGMENT

State of NORTH DAKOTA)
)ss
County of DUNN)

BEFORE ME, the undersigned authority, on this day personally appeared Verna L. Wolf in her capacity as Trustee for the Rodney D. Wolf and Verna L. Wolf Family Surface Trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5TH day of OCTOBER, 2015.

Paul Upshaw
Notary Public

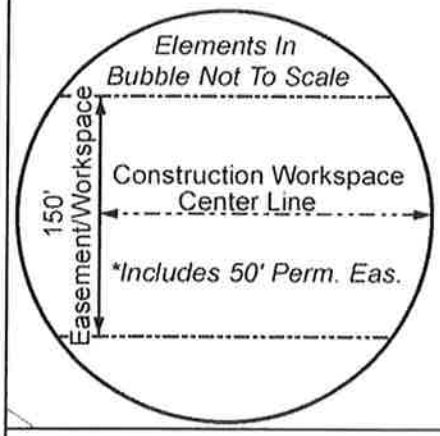
PAUL UPSHAW
Notary Public
State of North Dakota
My Commission Expires June 14, 2018

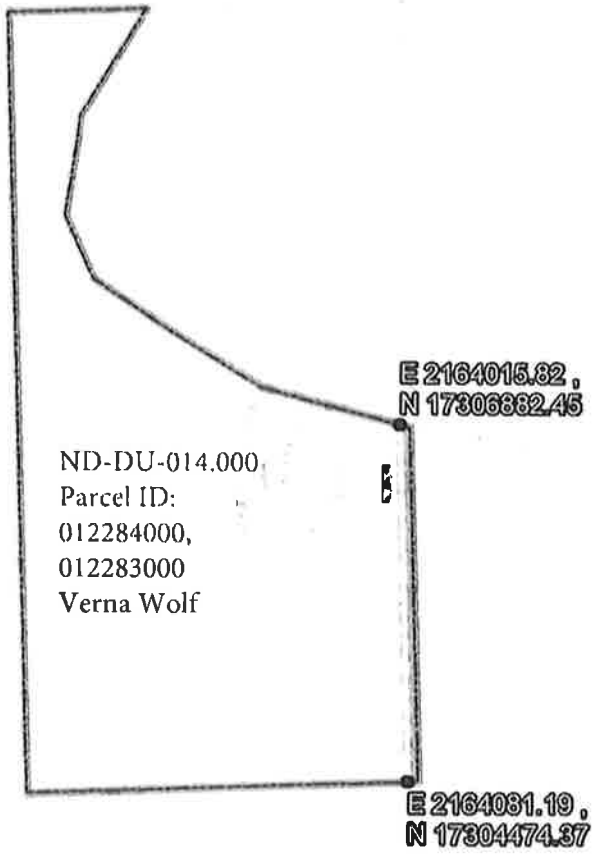
My Commission Expires: JUNE 14 2018

PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By
3077993
Page: 7 of 8
10/29/2015 12:51 PM

Exhibit A

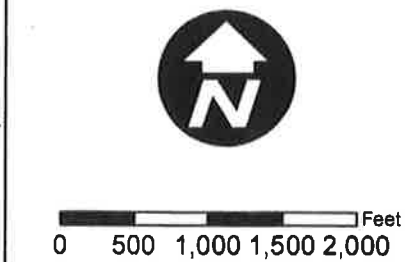
DUNN COUNTY, ND
S026-R096W-T148N





ROW Length: 2408.97 Ft. = 146 Rods
Proposed Permanent Easement: 2.77 Ac.
Temp Easement/ Workspace: 5.22 Ac.
Add Temp Easement/ Workspace: 0.29 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N



DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Verna Wolf

Tract No.: ND-DU-014.000

- Entry & Exit
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Friday, December 12, 2014 1:12:17 PM

DUNN COUNTY RECORDER
SEAL
VALID IN RED INK
STATE OF NORTH DAKOTA

PIPELINE EASEMENT $22.00
Lisa Guenther, Dunn County Recorder
By P. Hendricks Deputy

3078790
Page: 1 of 5
1/6/2016 2:57 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-015.000, 015.528
PARCEL ID: 01-2316-000, 01-2317-000, 01-2321-000, 01-2319-000, 01-2318-000, 01-2320-000, 01-2037-000
COUNTY: Dunn

SURFACE/VALVE/POWER LINE EASEMENT

This Surface/Valve/Power Line Easement Agreement ("**Agreement**"), dated as of the 11 day of December, 2015, is between **Fred Kershisnik and Cheri Kershisnik, husband and wife** (hereinafter referred to as "**Grantor**", whether one or more), whose mailing address is P. O. Box 117, Killdeer, ND 58640, and **Dakota Access, LLC,** a Delaware limited liability company (hereinafter referred to as "**Grantee**"), whose mailing address is 1300 Main St., Houston, Texas 77002. Grantor represents and warrants that it owns that certain real property located in Dunn County, North Dakota and legally described on **Exhibit A** attached hereto and made a part hereof (the "**Property**") and that it has full right and power to grant and convey the surface easement, power line easement, access easement and other interests as herein provided. For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, conveys and transfers unto Grantee (i) a fifty foot by seventy-five foot (50' x 75') surface site, (the "Surface Easement"), such Surface Easement to be used for valves, risers, meters, pumps, electric facilities and lines, and associated pipeline facilities, (ii) access easements not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement (the terms "Pipeline Easement and Temporary Construction Easement" shall be as defined and set forth in that certain Easement Agreement dated December 11, 2015, by and between Grantor and Grantee which relates to Grantor's Property) and not to exceed fifty feet (50') in width for access to and from the above described Surface Easement ("Access Easement"), such Access Easement to be used for ingress and egress, power lines and electric transmission or generation lines as may be needed to supply power to the facilities located on the Surface Easement, and (iii) a power line easement for power lines and electric transmission or generation lines as may be needed to supply power to the facilities located on the Surface Easement (the "Power Line Easement"), such Power Line Easement shall be located within the boundaries of the Pipeline Easement and

the Access Easement. The Surface Easement, the Power Line Easement, and the Access Easement shall be hereinafter collectively referred to as the "Easements" are more particularily described and/or depicted on the attached "Exhibit "A", are being granted and conveyed from Grantor to Grantee, and are to be located in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

> W½, SE¼, and NE¼, in Section 35, and Lots 01, 02, 03, and 04, in Section 02, all located in Township 147 North, Range 96 West, County of Dunn, State of North Dakota, more particularly described in Warranty Deed dated June 24, 1996 from Dorotha O. Pelton a/k/a Dorotha Pelton a/k/a Dot Pelton, to Fred Kershisnik and Cheri Kershisnik, recorded under Document Number 3005781, Deed Records, Dunn County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Property showing the approximate locations of the Easements. Within one hundred eighty (180) days following the completion of construction of the facilities to be located within the Easements, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed Surface Easement, Access Easement, Power Pole Easement and other facilities as determined by an as-built survey, and (b) provide the legal description of the Easements. Grantor hereby agrees that Grantee shall have the right and is hereby authorized, with or without the joinder of Grantor, to attach **Exhibit A-1** to an affidavit, to amend this Agreement to include **Exhibit A-1**, or to attach **Exhibit A-1** to this Agreement, and to record or re-record, as the case may be, such affidavit, amendment or Agreement with **Exhibit A-1** attached thereto. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. TO HAVE AND TO HOLD said Easements until the first facility of Grantee is constructed thereon and shall extend for a period of (i) ninety nine (99) years in accordance with North Dakota law, or (ii) so long thereafter as any such facility is maintained on said Easements, whichever is less, together with all rights, amenities, privileges and appurtenances thereunto belonging in any manner related to the purposes of this grant, together with the right to assign in whole or in part, the right of ingress and egress over and across the tract of land out of which the hereinabove particularly described tract or parcel of land is a part of, as necessary or convenient for the full enjoyment or use of the rights herein granted unto the said Grantee, its successors and assigns, for the purpose of constructing, maintaining, operating, removing, changing the size of (in connection with maintenance or repair), relocating (n connection with maintenance or repair), replacing (in connection with maintenance or repair), protecting, and repairing dehydrators, separators, valves, electrical lines, wires, cables, meters, meter houses, meter runs and any and all other devices, equipment and structures incident or necessary to the regulation, control, measurement, treatment, transportation and distribution of oil, together with the right to enclose said Surface Easement by fences and the further right, at the expiration of the use of said Easements for one or more of such purposes, to retain possession and control of said property for a reasonable period of time of not less than two (2) years thereafter within which to remove said facilities and all other properties of whatever character or description placed or constructed by said Grantee upon said Easements at any time hereunder. Grantor binds itself, its heirs, executors and administrators, successors and assigns, to warrant and forever defend all and singular said Easements unto Grantee, its successors and assigns, against every person whomsoever, claiming or to claim the same or any part thereof. The rights herein granted may be assigned together or separately and in whole or in part to any other person, firm or corporation.

2. Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Easements to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. Grantee shall have the right to install gates and fencing around the surface site.

3. If Grantor erects any fences across the Access Easement or Power Line Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow

Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Easements. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the facilities.

5. If the Easements in conjuction with the Pipeline Easement are abandoned by Grantee for non-use for a period of twenty four consecutive months from the initial construction of the Easements, this agreement becomes null and void and will be released of record. The abandonment of the Easements does not however relieve Grantee of any liability regarding the Easements. Upon abandonment, Grantee shall make every effort to render the surface site clean and safe for its future dormancy.

6. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee.

7. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

8. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, death, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees. **GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM AND AGAINST ANY LOSS, LIABILITY, COST, EXPENSE OR CLAIM ARISING FROM THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT FROM GRANTEE'S ACTS OR OMISSIONS ON GRANTOR'S LANDS, OR GRANTEE'S OPERATIONS THEREON. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITEES IS ANY CLAIM FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY GRANTEE. IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD THAT ABOVE INDEMNITY IS NOT INTENDED TO PROTECT GRANTOR FROM GRANTOR'S OWN NEGLIGENCE OR WILLFUL MISCONDUCT. THE OBLIGATIONS OF GRANTEE HEREUNDER SHALL SURVIVE THE TERMINATION OF THE PIPELINE RIGHT-OF-WAY FOR A PERIOD OF TIME EQUAL TO THE STATUTE OF LIMITATIONS APPLICABLE TO THE RESPECTIVE OBLIGATION.**

PIPELINE EASEMENT $22.00
Lisa Guenther, Dunn County Recorder
By _____
3078790
Page: 3 of 5
1/6/2016 2:57 PM

EXECUTED this 11 day of December, 2015.

GRANTOR:

Fred Kershisnik

Cheri Kershisnik

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Stark)

BEFORE ME, the undersigned authority, on this day personally appeared Fred Kershisnik and Cheri Kershisnik, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 11 day of December, 2015.

JULIE M DIMEO
Notary Public
State of North Dakota
My Commission Expires November 9, 2016

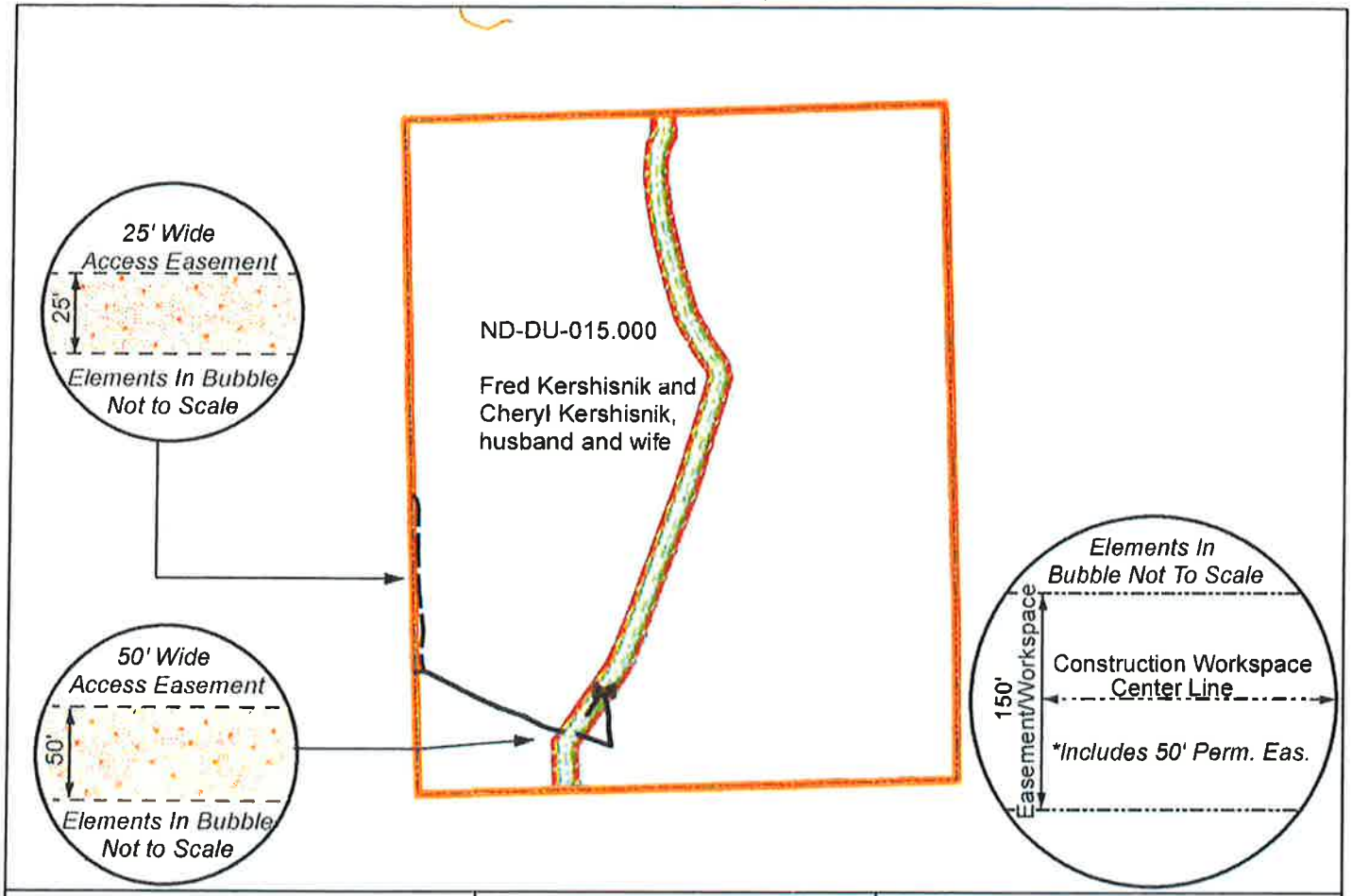
Notary Public

My Commission Expires: 11-9-16

PIPELINE EASEMENT $22.00
Lisa Guenther, Dunn County Recorder
By

Exhibit A

DUNN COUNTY, ND
S035-R096W-T148N



ROW Length: 7122.07 Ft. = 431.64 Rods
Proposed Permanent Easement: 8.18 Ac.
Temp Easement/ Workspace: 16.35 Ac.
Add Temp Easement/Workspace: 16.41 Ac.
25' Wide Access Easement: 1764.83 Ft.
50' Wide Access Easement Ln: 2407.27 Ft.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 2,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Fred Kershisnik and Cheryl Kershisnik, husband and wife

Tract No.: ND-DU-015.000

- Mainline Valve Site
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

EK
Landowner Initials

Date Exported: Tuesday, November 24, 2015 10:23:12 AM

PIPELINE EASEMENT $49.00
Lisa Guenther, Dunn County Recorder
By

3078530
Page: 1 of 12
12/7/2015 2:25 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-017.000; 019.000; 020.000; 022.000; 023.000
PARCEL ID: 01-2038-000, 01-2039-000, 01-2040-000, 01-2070-000, 01-2071-000, 01-2072-000, 01-2073-000, 01-2081-000, 01-2082-000, 01-2077-000, 01-2078-000, 01-2079-000, 01-2080-000, 01-2122-000, 01-2123-000, 01-2124-000, 01-2125-000, 01-2127-000, 01-2128-000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 10-13 ,2015, is between **Bruce G. Brandvik, as Attorney-in-Fact for Mavis Brandvik** whose mailing address is **10789 Highway 22, Killdeer, ND 58640** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is **1300 Main Street, Houston, Texas 77002**, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30"**) in nominal diameter, and any appurtenant facilities described as facilities directly necessary and related to operation and maintenance of the Pipeline , in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

Township 147 North, Range 96 West, Dunn County, North Dakota
Section 02: S½; S½NW¼
Section 11: ALL
Section 13: ALL
Section 14: NW¼; N½NE¼
Section 24: ALL, less Highway
Section 25: W½

containing 2,871.07 acres, more or less, more particularly described in Warranty Deed dated April 04, 2006, from Morris A. Brandvik and Mavis Brandvik, husband and wife, to Morris A. Brandvik and Mavis Brandvik, husband and wife, as joint tenants and not as tenants in common, recorded under Document Number 3017248, in the Office of the Recorder, Dunn County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. Appurtenant facilities shall be defined for the purposes of this Easement Agreement as any facilities directly necessary for the construction, operation and maintenance of the Pipeline and specifically excludes any hazardous waste storage and residential housing of any kind. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Construction shall commence within three (3) years after receipt of all permits necessary to construct the pipeline. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Grantee agrees to bury and locate the above referenced thirty (30) inch pipeline not less than four (4) feet below the surface of the land.

3. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. However, Grantee shall make reasonable effort to mitigate damages to and restore any water sources on the land including, but not limited to, lakes, ponds, streams, rivers, springs, or wells.

4. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to the construction, operation and maintenance of the Pipeline, to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance. Any Access Easements will be, where possible, located on existing roads, paths or trails and the Pipeline Easement and may not otherwise be located across cultivated land. Grantee shall be responsible for all improvements and maintenance on said Access Easements at their sole expense for so long as they should use said Access Easements. Once Grantee has stopped using these Access Easements, said Access Easements shall be left for the use of the Grantor. After the pipeline has been fully constructed, Grantor, their tenants, agents, successors and assigns and anyone with their permission may use and travel upon these Access Easements; provided, however, the entity causing any damages to the Access Easement shall be solely responsible for the immediate repair of such damages.

5. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Grantor reserves the right to seek reimbursement for any post construction damages, surface or otherwise, to property located outside of the boundaries of the easements at any time thereafter. Grantee shall additionally compensate Grantor for any damages outside of the designated Easement Areas which are a direct result of Grantee's actions during construction, or at any other time. The said additional compensation, such as but not limited to crop damage, crop loss, or pasture loss will be at fair market value.

6. During construction of the pipeline and Access Easements, Grantee shall separate the topsoil and subsoil affected by such construction and restore the land so affected back to its original condition. Grantee shall be required to keep the property at all times free and clear of any debris, garbage, and trash. Any rocks 4" or greater in diameter dug up or removed on cultivated or non-cultivated land must be stock piled adjacent to the boundaries of the Pipeline Easement in a separate area on non-cultivated land designated by the Grantor.

7. Grantee shall use standard engineering practices for regularly monitoring pipeline integrity. In case of an emergency, Grantee shall notify Grantor of the emergency and appropriate response plan.

8. Grantee shall adhere to all applicable state, federal, administrative, and local statutes and regulations, including environmental statutes and regulations, in the building, operating, and maintenance of this Pipeline and any appurtenant facilities related thereto.

9. Grantee, its agents, successors, assigns, employees, etc. shall be expressly prohibited from hunting, fishing, camping, or participating in any type of recreation on the land and Easement Areas.

10. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement. Grantee shall reclaim and maintain the Easement Areas after construction, seeding grass, filling in any cave-ins, restoring any wind and/or water erosion, and shall spray and control noxious weeds as may be provided in the North Dakota Reclamation regulations established for Grantee's Pipeline. Said

reclamation needs to be completed within a reasonable period after completion of construction of said Pipeline as provided in said reclamation regulations. Should Grantee fail to reclaim or maintain the Easement Areas after receipt of not less than sixty (60) days prior notice unless a force majeure event requires a longer period, Grantor may arrange and pay for such reclamation or maintenance and Grantee shall be responsible to reimburse Grantor for such actual expense.

11. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

12. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

13. Grantee has the right to trim and/or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successor and assigns, as may be necessary to prevent possible interference with the rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

14. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

15. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor 's Property cannot stray from the fenced pastures.

16. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

17. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees. Grantee shall indemnify, defend and hold harmless Grantor from any and all claims, demands, cause of action, or liability for damages, loss or injuries that may arise out of the negligent acts or omissions of Grantee in carrying out its operations on the land. Grantor shall not be responsible, nor be held liable in any way, for the environmental problems or damages created by, or resulting from the negligent acts or omissions of Grantee in carrying out its operations upon said lands. Grantee agrees to comply with all federal, state and local regulations. Grantee agrees to indemnify and hold harmless the Grantor from any and all environmental liability, claims, and/or damages caused by the negligent acts or omissions of Grantee in carrying out its maintenance, construction or operations. Grantee shall pay any and all costs of environmental remediation to remediate those environmental damages so caused by Grantee.

18. Should Grantee fail to lay a Pipeline within five (5) years from the date that Grantee has acquired all permits necessary to construct the Pipeline, the Easement is considered abandoned, and said Easement is terminated. If a Pipeline is constructed on said Easement, but no permissible substance, as specified within this Agreement, has flowed through said Pipeline at any time for a period of two (2) years, said Pipeline is considered abandoned, the Easement is terminated, and the Grantee must remove any and all pipeline structures and appurtenant facilities erected upon said Easement premises, and the reclamation provisions of the North Dakota Reclamation regulations established for Grantee's pipeline and time lines therein shall govern.

19. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in force for a period of 99 years, and provisions of this Agreement, including all benefits and burdens, shall run with the land for that term, unless terminated pursuant to the terms set forth herein. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

20. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party , the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

21. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws. The parties agree that any legal dispute shall be venued in the Southwest Judicial District of North Dakota State District Court, County of Dunn.

22. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

23. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

24. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 13th day of Oct., 2015.

GRANTOR:

Bruce G. Brandvik,
Attorney-in-Fact for Mavis Brandvik

ACKNOWLEDGMENT

State of NORTH DAKOTA)
)ss
County of Stark)

BEFORE ME, the undersigned authority, on this day personally appeared Bruce G. Brandvik, Attorney-in-Fact for Mavis Brandvik, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of October, 2015.

CHARLES J. PETERSON
Notary Public
State of North Dakota
My Commission Expires October 26, 2019

Notary Public

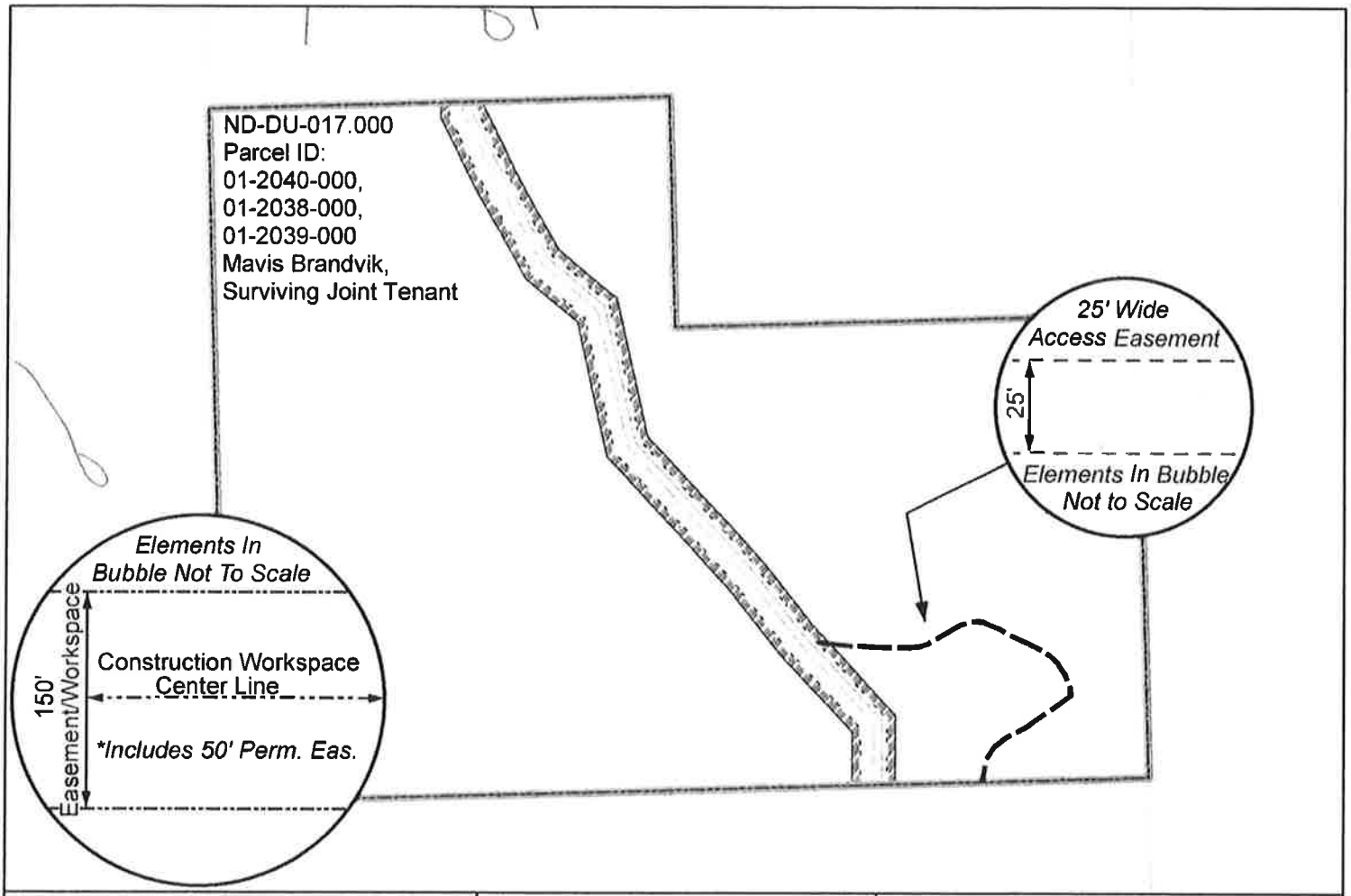
My Commission Expires: 10-26-19

PIPELINE EASEMENT $49.00
Lisa Guenther, Dunn County Recorder
By _____

3078530
Page: 7 of 12
12/7/2015 2:25 PM

Exhibit A

DUNN COUNTY, ND
S002-R096W-T147N



ROW Length: 4716.88 Ft. = 285.87 Rods
Proposed Permanent Easement: 5.41 Ac.
Temp Easement/ Workspace: 10.83 Ac.
Add Temp Easement/ Workspace: 10.83 Ac.
25' Wide Access Easement Ln: 2433.81 Ft.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Mavis Brandvik, Surviving Joint Tenant

Tract No.: ND-DU-017.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

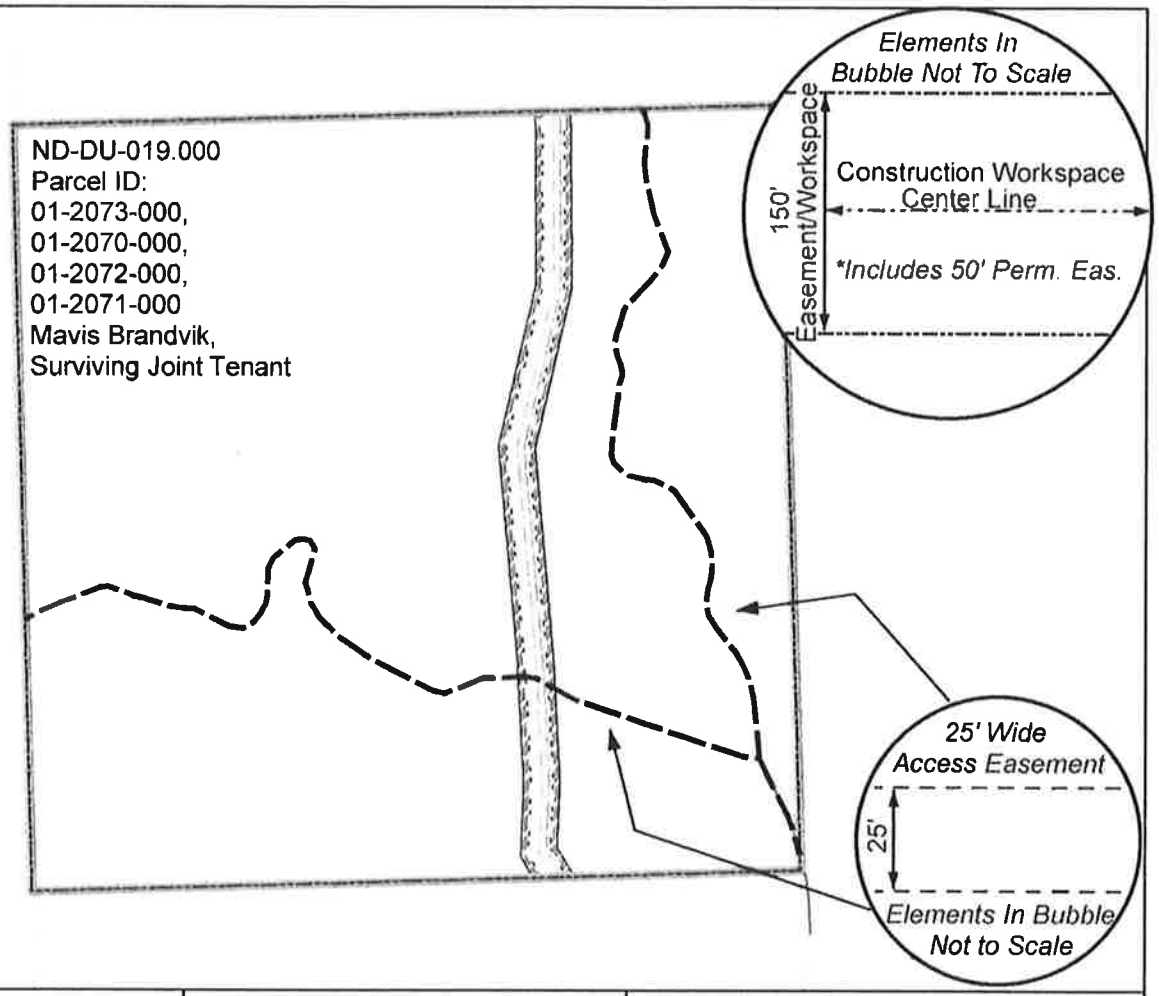
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PIPELINE EASEMENT $49.00
Lisa Guenther, Dunn County Recorder
By _____

3078530
Page: 8 of 12
12/7/2015 2:25 PM

Exhibit A

DUNN COUNTY, ND
S011-R096W-T147N



ROW Length: 5332.47 Ft. = 323.18 Rods
Proposed Permanent Easement: 6.12 Ac.
Temp Easement/ Workspace: 12.24 Ac.
Add Temp Easement/ Workspace: 12.24 Ac.
25' Wide Access Easement Ln: 12142.18 Ft.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 1,000 2,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Mavis Brandvik, Surviving Joint Tenant

Tract No.: ND-DU-019.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

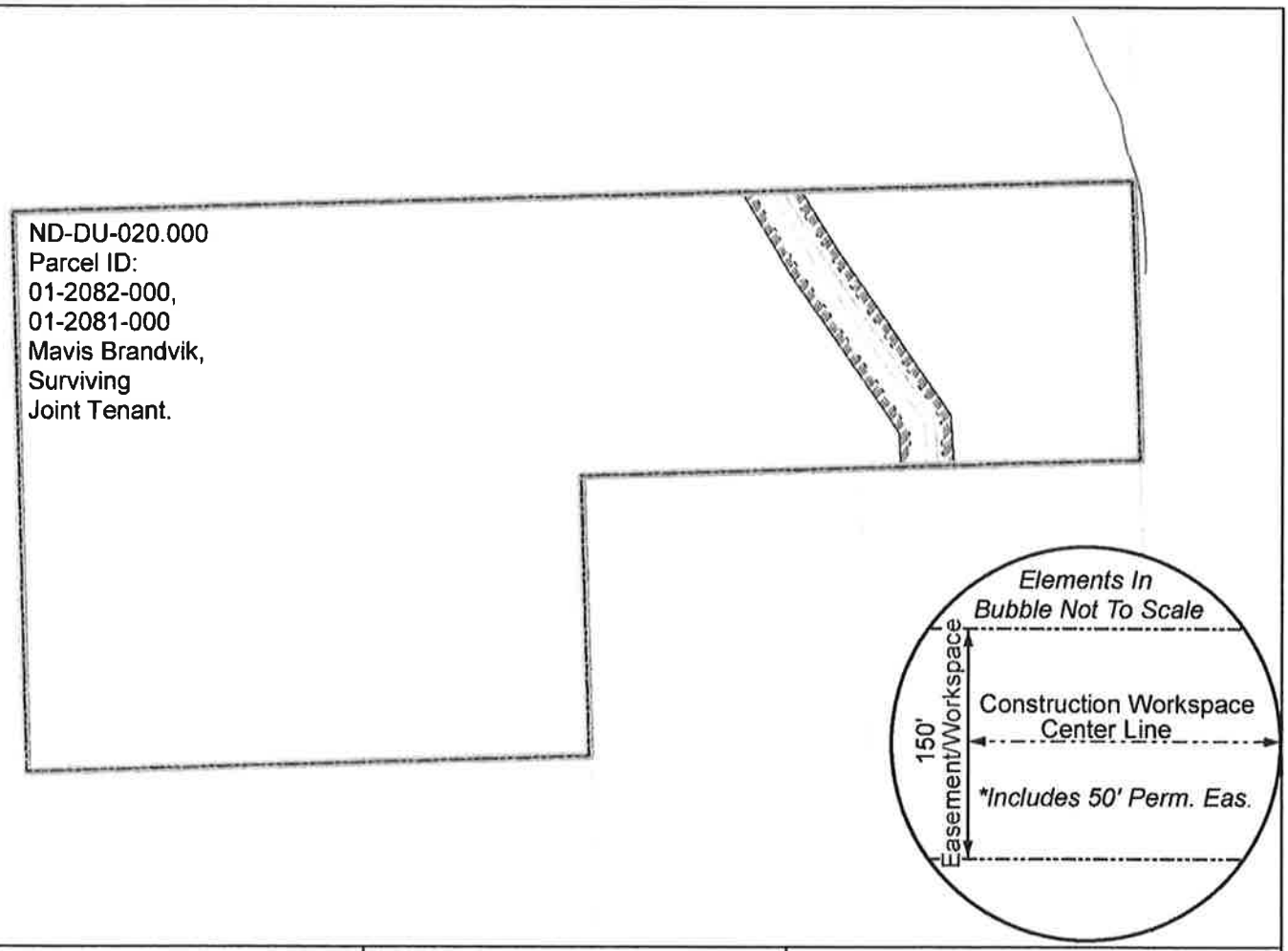
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Landowner Initials

Date Exported: Friday, October 02, 2015 3:07:43 PM

PIPELINE EASEMENT $49.00
Lisa Guenther, Dunn County Recorder
By

Exhibit A

DUNN COUNTY, ND
S014-R096W-T147N



ROW Length: 1512.24 Ft. = 91.65 Rods
Proposed Permanent Easement: 1.74 Ac.
Temp Easement/ Workspace: 3.48 Ac.
Add Temp Easement/ Workspace: 3.47 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Mavis Brandvik, Surviving Joint Tenant.

Tract No.: ND-DU-020.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

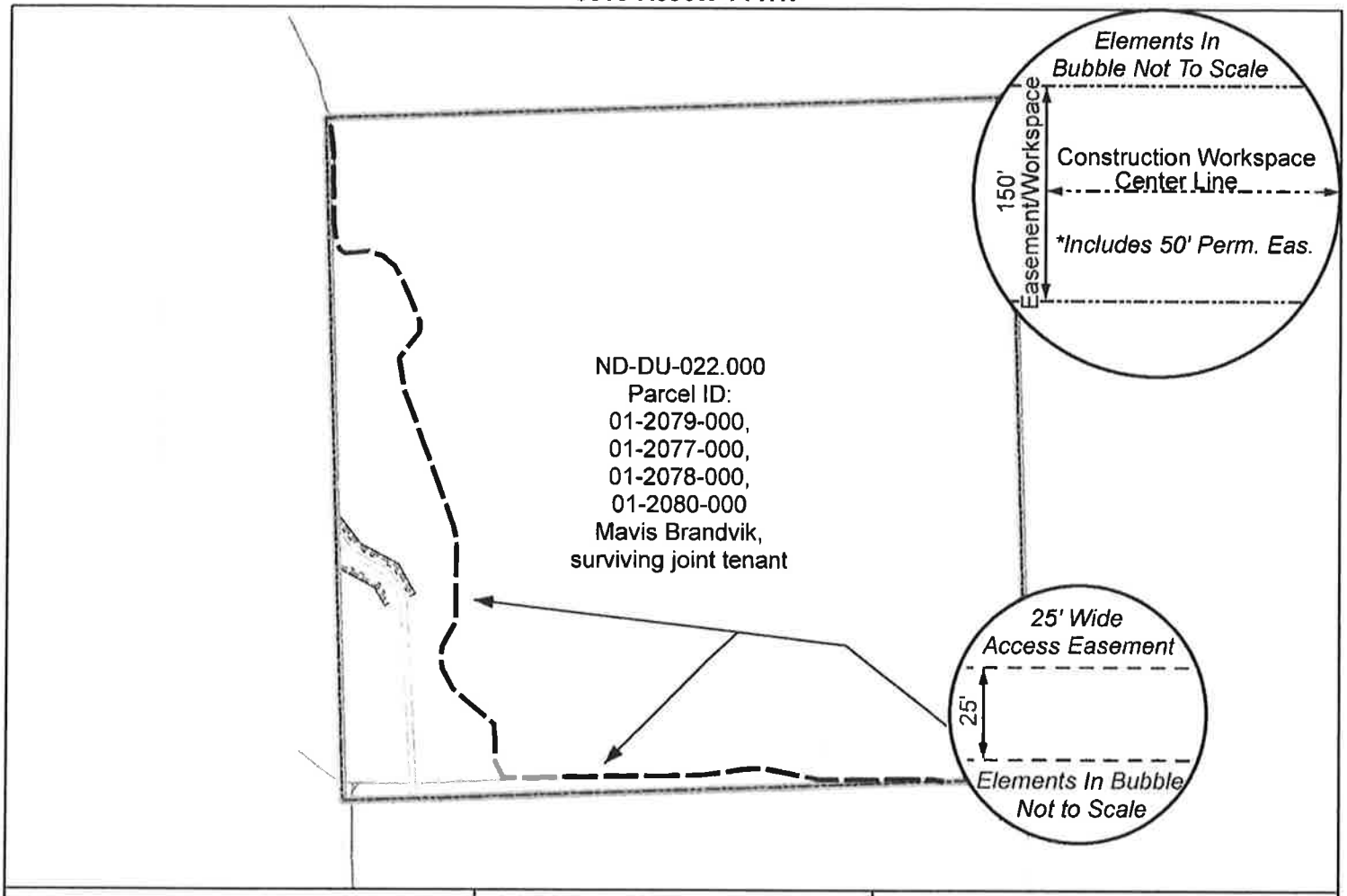
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Landowner Initials

Date Exported: Friday, October 02, 2015 3:15:25 PM

3078530
PIPELINE EASEMENT $49.00 Page: 10 of 12
Lisa Guenther, Dunn County Recorder 12/7/2015 2:25 PM
By

Exhibit A

DUNN COUNTY, ND
S013-R096W-T147N



ROW Length: 2283.28 Ft. = 138.38 Rods
Proposed Permanent Easement: 2.62 Ac.
Temp Easement/ Workspace: 5.07 Ac.
Add Temp Easement/ Workspace: 1.61 Ac.
25' Wide Access Easement Ln: 9214.07 Ft.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 1,000 2,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Mavis Brandvik, surviving joint tenant

Tract No.: ND-DU-022.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

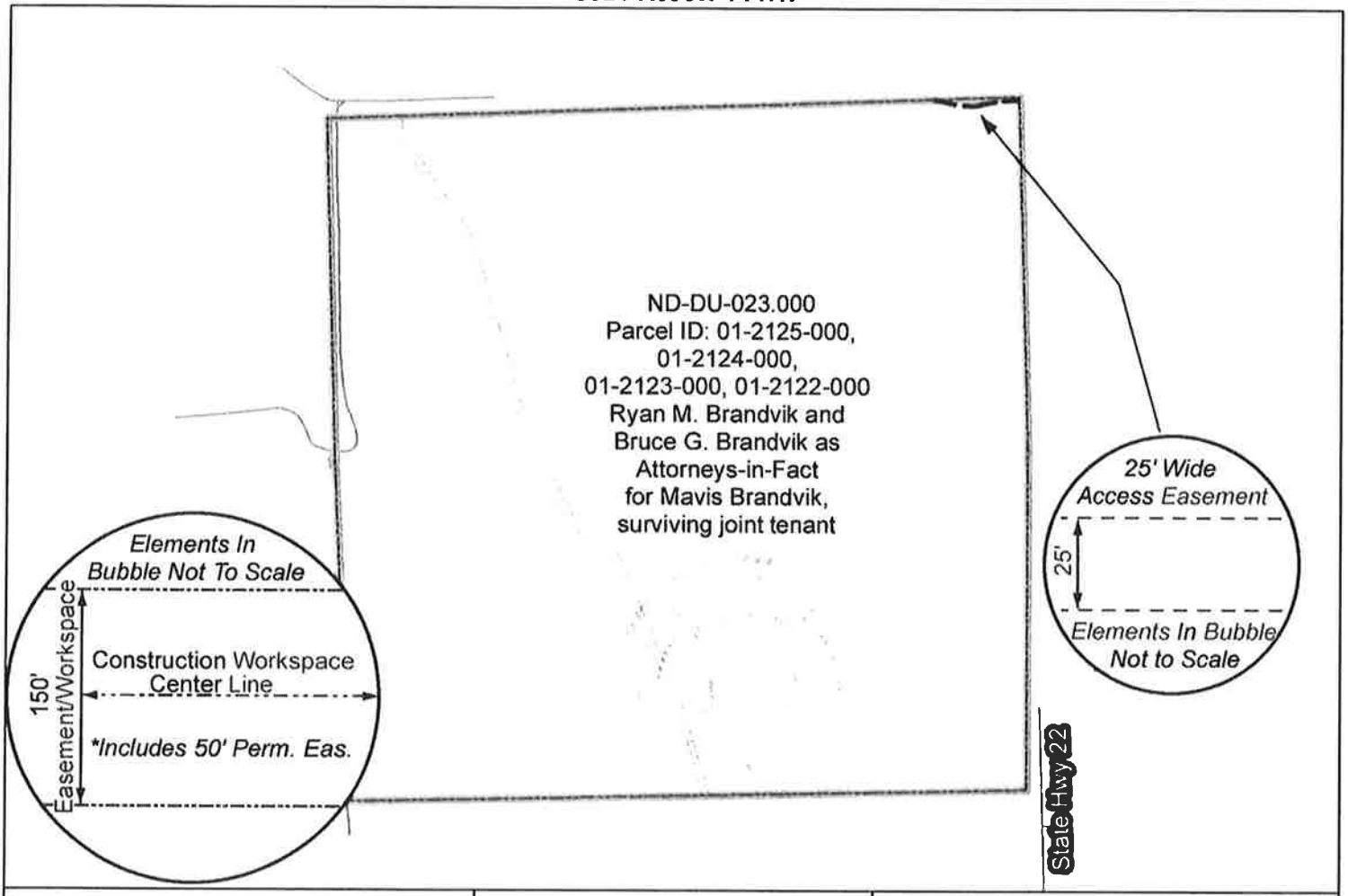
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Landowner Initials

Date Exported: Friday, October 02, 2015 3:30:48 PM

3078530
PIPELINE EASEMENT $49.00 Page: 11 of 12
Lisa Guenther, Dunn County Recorder 12/7/2015 2:25 PM
By

Exhibit A

DUNN COUNTY, ND
S024-R096W-T147N



ROW Length: 5810.05 Ft. = 352.12 Rods
Proposed Permanent Easement: 6.67 Ac.
Temp Easement/ Workspace: 13.34 Ac.
Add Temp Easement/ Workspace: 0 Ac.
25' Wide Access Easement Ln: 661.5 Ft.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000 2,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Ryan M. Brandvik and Bruce G. Brandvik as Attorneys-in-Fact for Mavis Brandvik,

Tract No.: ND-DU-023.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Friday, October 02, 2015 3:40:54 PM

EXHIBIT H-4(b)

Reroute Location 52

AMENDMENT TO EASEMENT AGREEMENT

THE STATE OF NORTH DAKOTA)

COUNTY OF DUNN)

THIS AGREEMENT, made and entered into as of this 3 day of FEB, 2016, by and between DAKOTA ACCESS, LLC, (hereinafter referred to as "Grantee"), and Dylane Klatt and Darvey Klatt, hereinafter referred to as "Grantor" whether one or more.

WITNESSETH:

WHEREAS, by instrument dated August 13th, 2015 recorded under document number 3077861 of the County Recorder Records of Dunn County, North Dakota, Grantor granted to Grantee, an easement (the "Easement") on, over and across certain lands in Dunn County, North Dakota for the right to lay, maintain, operate, replace, repair and remove one pipeline only within a fifty foot easement for the transportation of oil and natural gas and/or liquid hydrocarbons, and substances produced therefrom; and

WHEREAS, Grantor and Grantee have agreed to a change in the location of the pipeline and desire to amend language in the Easement pertaining to such change.

NOW, THEREFORE, for and in consideration of $10.00 and other good and valuable consideration, Grantor and Grantee hereby agree to amend the Easement by deleting therefrom the Exhibit A attached thereto and substituting therefor the Exhibit A attached hereto which shows the relocated location of the pipeline easement. The parties further agree that within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, or to amend this Agreement to include such new Exhibit A-1, and to record or re-record such affidavit, or amendment with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, or recorded amendment.

Except as amended herein, the Agreements shall remain in full force and effect as written.

IN WITNESS WHEREOF, this instrument is duly executed this 3rd day of February, 2016.

GRANTOR:

Dylane Klatt

Dylane Klatt

GRANTOR:

Darvey Klatt

GRANTEE:

DAKOTA ACCESS, LLC

By: _____

PRINTED NAME: Robert R. Rose

TITLE: Vice President – Land & Right of Way

OK

IN WITNESS WHEREOF, this instrument is duly executed this 3 day of FEBRUARY, 2016.

GRANTOR:

Dylane Klatt

GRANTOR:

Darvey Klatt

GRANTEE:

DAKOTA ACCESS, LLC

By: _____

PRINTED NAME: Robert R. Rose

TITLE: Vice President – Land & Right of Way

STATE OF NORTH DAKOTA)
)SS
COUNTY OF Grand Forks)

The foregoing instrument was acknowledged before me on this 3rd day of February, 2016 by Dylane Klatt.

(S E A L)

DANIEL WELLS
Notary Public
State of North Dakota
My Commission Expires Sept. 02, 2020

Notary Public
My Commission Expires 09/02/2020

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 201__ by _____.

(S E A L)

Notary Public
My Commission Expires_____

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2016 by Robert R. Rose, Vice President – Land and Right of Way of Dakota Access, LLC, a Delaware limited liability company.

(S E A L)

Notary Public
My Commission Expires_____

Return This Instrument To:
Dakota Access, LLC
Attn: Hope Acosta – Right-of-Way Dept.
1300 Main St.
Houston, Texas 77002

STATE OF NORTH DAKOTA)
)SS
COUNTY OF DUNN)

The foregoing instrument was acknowledged before me on this 3 day of FEBRUARY, 2016 by DARVEY KIATT.

(SEAL) PAUL UPSHAW
Notary Public
State of North Dakota
My Commission Expires June 14, 2018

Paul Upshaw
Notary Public
My Commission Expires 6/14/18

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 201__ by _____.

(SEAL)

_____
Notary Public
My Commission Expires_____

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 10th day of February, 2016 by Robert R. Rose, Vice President – Land and Right of Way of Dakota Access, LLC, a Delaware limited liability company.

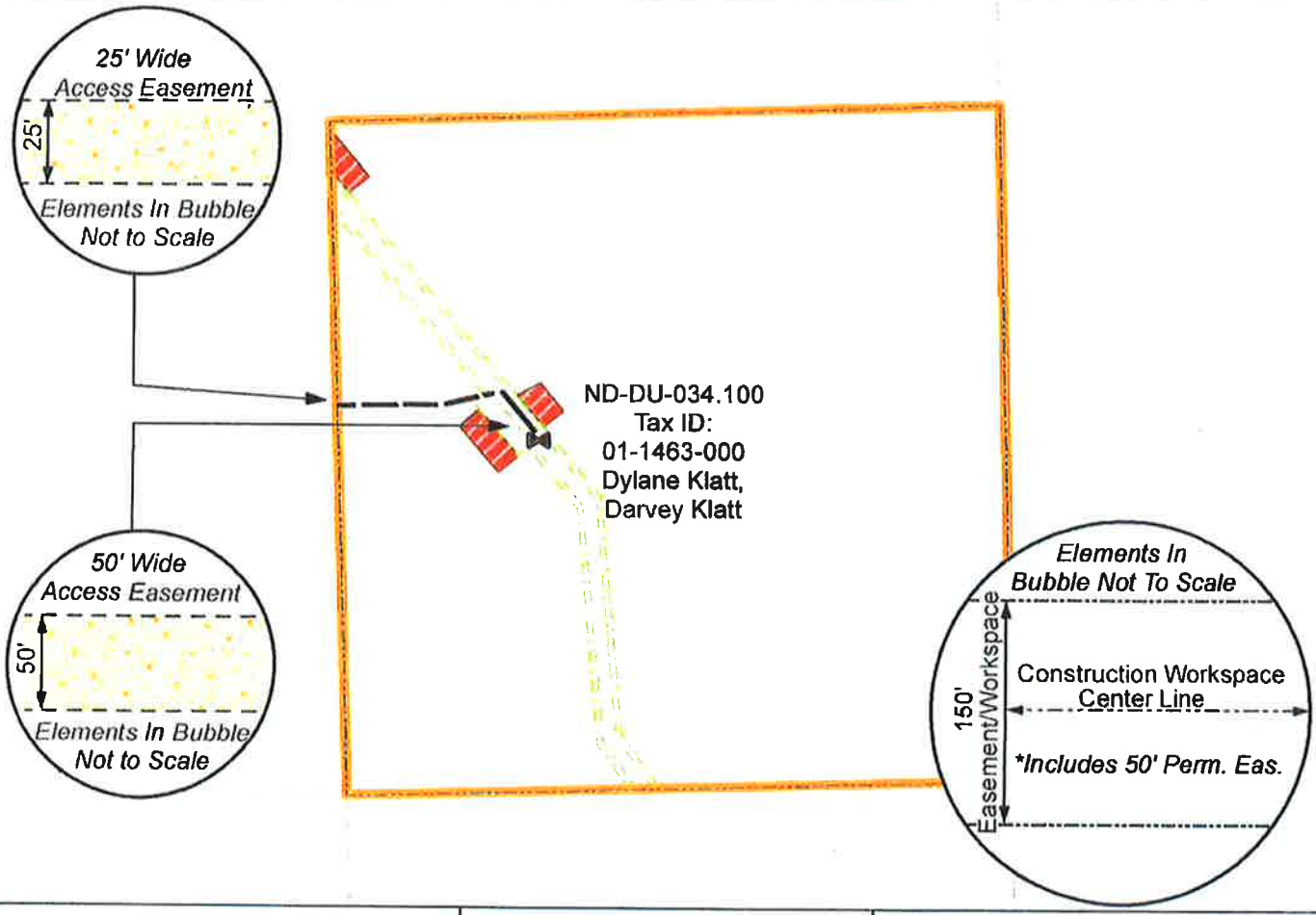
(SEAL) DONNA WALTERS
Notary Public, State of Texas
Comm. Expires 03-04-2020
Notary ID 2342771

Donna Walters
Notary Public
My Commission Expires_____

Return This Instrument To:
Dakota Access, LLC
Attn: Hope Acosta – Right-of-Way Dept.
1300 Main St.
Houston, Texas 77002

Exhibit A

DUNN COUNTY, ND
S014-R095W-T146N



ROW Length: 2753.32 Ft. = 166.87 Rods
Proposed Permanent Easement: 3.16 Ac.
Temp Easement/ Workspace: 3.5 Ac.
Add Temp Easement/Workspace: 1.28 Ac.
25' Wide Access Easement Ln: 623.64 Ft.
50' Wide Access Easement Ln: 199.04 Ft.
Valve Site: 0.09 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Dylane Klatt, Darvey Klatt

Tract No.: ND-DU-034.100

Mainline Valve Site
Property Boundaries
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

Landowner Initials

Date Exported: Tuesday, January 26, 2016 10:18:21 AM

AMENDMENT TO EASEMENT AGREEMENT

THE STATE OF NORTH DAKOTA)

COUNTY OF DUNN)

THIS AGREEMENT, made and entered into as of this 3rd day of Feb., 2016, by and between DAKOTA ACCESS, LLC, (hereinafter referred to as "Grantee"), and Dylane Klatt, hereinafter referred to as "Grantor" whether one or more.

WITNESSETH:

WHEREAS, by instrument dated July 31st, 2015 recorded under document number 3077862 of the County Recorder Records of Dunn County, North Dakota, Grantor granted to Grantee, an easement (the "Easement") on, over and across certain lands in Dunn County, North Dakota for the right to lay, maintain, operate, replace, repair and remove one pipeline only within a fifty foot easement for the transportation of oil and natural gas and/or liquid hydrocarbons, and substances produced therefrom; and

WHEREAS, Grantor and Grantee have agreed to a change in the location of the pipeline and desire to amend language in the Easement pertaining to such change.

NOW, THEREFORE, for and in consideration of $10.00 and other good and valuable consideration, Grantor and Grantee hereby agree to amend the Easement by deleting therefrom the Exhibit A attached thereto and substituting therefor the Exhibit A attached hereto which shows the relocated location of the pipeline easement. The parties further agree that within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, or to amend this Agreement to include such new Exhibit A-1, and to record or re-record such affidavit, or amendment with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, or recorded amendment.

Except as amended herein, the Agreements shall remain in full force and effect as written.

DK

IN WITNESS WHEREOF, this instrument is duly executed this 3rd day of February, 2016.

GRANTOR:

Dylane Klatt

GRANTEE:

DAKOTA ACCESS, LLC

By: _____

PRINTED NAME: Robert R. Rose

TITLE: Vice President – Land & Right of Way

DK

STATE OF NORTH DAKOTA)
)SS
COUNTY OF Grand Forks)

The foregoing instrument was acknowledged before me on this 3rd day of February, 2016 by Dylane Klatt.

(S E A L)

DANIEL WELLS
Notary Public
State of North Dakota
My Commission Expires Sept. 02, 2020

Notary Public
My Commission Expires 09/02/2020

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 10th day of February, 2016 by Robert R. Rose, Vice President – Land and Right of Way of Dakota Access, LLC, a Delaware limited liability company.

(S E A L)

DONNA WALTERS
Notary Public, State of Texas
Comm. Expires 03-04-2020
Notary ID 2342771

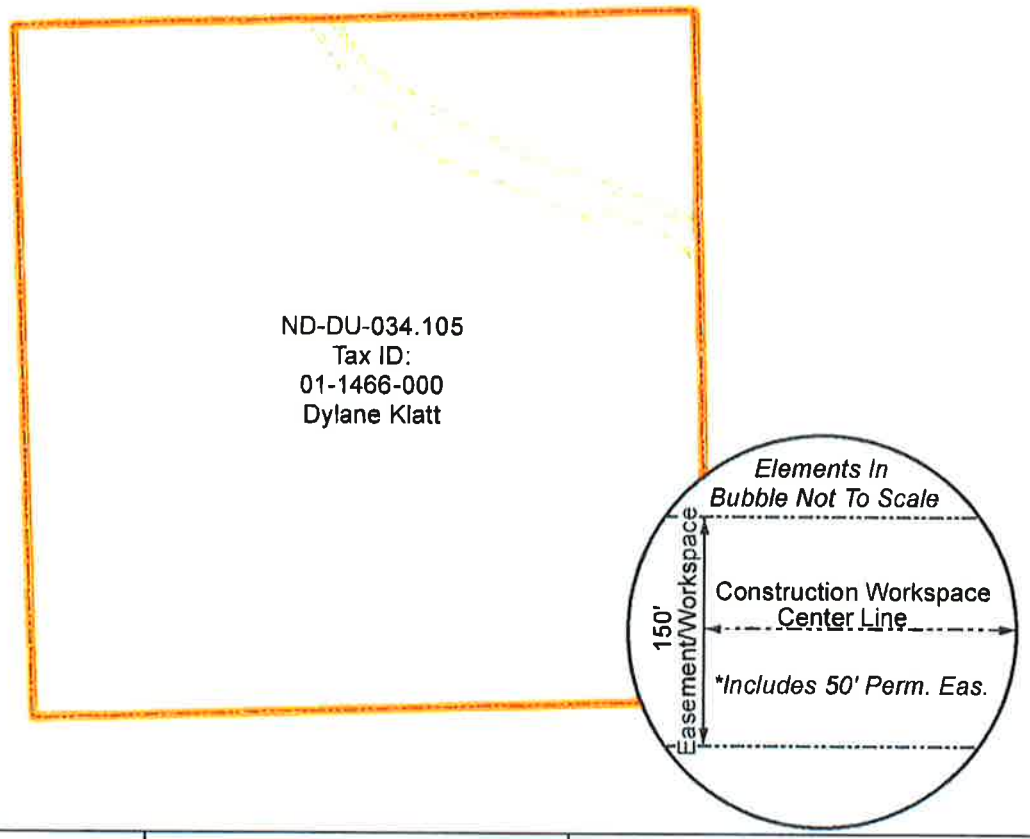
Notary Public
My Commission Expires_____

Return This Instrument To:
Dakota Access, LLC
Attn: Hope Acosta – Right-of-Way Dept.
1300 Main St.
Houston, Texas 77002

DK

Exhibit A

DUNN COUNTY, ND
S014-R095W-T146N



ROW Length: 1738.24 Ft. = 105.35 Rods
Proposed Permanent Easement: 2 Ac.
Temp Easement/ Workspace: 3 Ac.
Add Temp Easement/Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 — 1,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline **Easement** Across:
Dylane Klatt

Tract No.: ND-DU-034.105

Property Boundaries

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

DK

Landowner Initials

Date Exported: Tuesday, January 26, 2016 10:23:01 AM

EASEMENT $28.00
Lisa Guenther, Dunn County Recorder
By
3075047
Page: 1 of 7
2/6/2015 1:27 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-035.000
PARCEL ID: 011459000, 011460000, 011461000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 12 December, 2014, is between **Marlin Rohde**, whose mailing address is **931 91ST Avenue Southwest, Halliday, ND 58636,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 480 acres of land, more or less, situated in the N1/2 and SW1/4 of Section 13, Township 146 North, Range 95 West, Dunn County, North Dakota, more particularly described in Warranty Deed dated February 12, 2007 from Margery Tercek fka Margery A. Willer, a single woman and Alan Willer, as single man to Marlin Rohde, recorded under Document No. 3021192, Office of the Recorder, Dunn County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

MR

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

GM R

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

AMR

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EASEMENT $28.00
3075047
Page: 4 of 7
Lisa Guenther, Dunn County Recorder 2/6/2015 1:27 PM
By

amR

EXECUTED this 12th day of December, 2014.

GRANTOR:

Marlin Rohde

Marlin Rohde

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared Marlin Rohde, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 12th day of December, 2014.

L Scheer

Notary Public

My Commission Expires: 10-15-2020

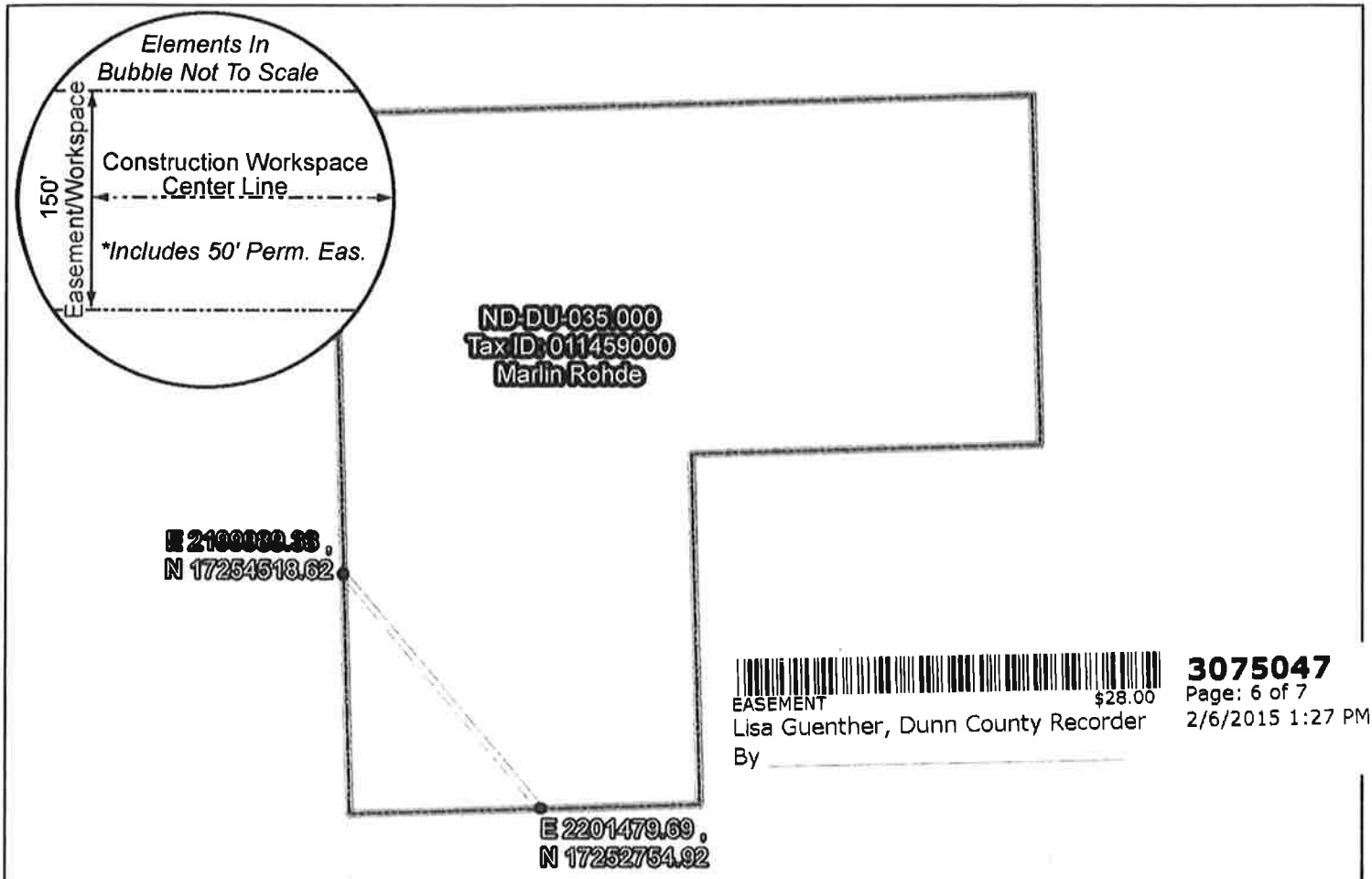
LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

EASEMENT $28.00
3075047
Page: 5 of 7
Lisa Guenther, Dunn County Recorder
2/6/2015 1:27 PM
By

Exhibit A

DUNN COUNTY, ND

S013-R095W-T146N



EASEMENT $28.00
Lisa Guenther, Dunn County Recorder
By _____

3075047
Page: 6 of 7
2/6/2015 1:27 PM

ROW Length: 2309.08 Ft. = 139.94 Rods
Proposed Permanent Easement: 2.65 Ac.
Temp Easement/ Workspace: 5.3 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 2,300

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Marlin Rohde

Tract No.: ND-DU-035.000

- Entry & Exit Points
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____

Date Exported: Friday, November 07, 2014 4:32:42 PM



EASEMENT $28.00

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Page: 7 of 7

2/6/2015 1:27 PM

Lisa Guenther, Dunn County Recorder

By P. Hendricks Deputy

DUNN COUNTY RECORDER
SEAL
VALID IN RED INK
STATE OF NORTH DAKOTA

PIPELINE EASEMENT $58.00
Lisa Guenther, Dunn County Recorder
By P. Hendricks Deputy
3078792
Page: 1 of 17
1/6/2016 3:00 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-036.000
PARCEL ID: 01-1503-000; 01-1504-000; 01-1506-000; 01-1054-000; 01-1055-000; 01-1056-000; 01-1057-000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated November 27, 2015, is between **George S. Tuhy and Gertrude Tuhy, husband and wife, Seller; Robert Steven Tuhy, a single person, Buyer,** whose mailing address is **20 99th Avenue Northwest, Dunn Center, ND 58626** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 1097.84 acres of land, more or less, North Half (N/2) and the Southeast Quarter (SE/4) of Section 24, Township 146 North, Range 95 West, Dunn County, North Dakota and all of Section 19, Township 146 North, Range 94 West, Dunn County, North Dakota more particularly described in Quit Claim Deed dated July 30, 2013 from Theresa Tuhy, a single person, to Robert Steven Tuhy, a single person, recorded under Document No. 3067205, Official Public Records, Dunn County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. This agreement is subject to the terms and conditions of Exhibit B attached hereto.

EXECUTED this 27 day of November, 2015.

GRANTOR:

George S Tuhy
By: George S. Tuhy
As: Seller

Gertrude Tuhy By George Tuhy POA
By: Gertrude Tuhy
As: Seller

GRANTOR:

Robert Steven Tuhy
By: Robert Steven Tuhy
As: Buyer

GRANTEE:

DAKOTA ACCESS, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

State of _____)
)ss
County of _____)

See attached

BEFORE ME, the undersigned authority, on this day personally appeared George S. Tuhy and Gertrude Tuhy in their capacity as contract sellers, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2015.

_____
Notary Public

My Commission Expires:_____

ACKNOWLEDGEMENT

STATE OF NORTH DAKOTA)
)
COUNTY OF MCKENZIE)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared George S. Tuhy, individually and as attorney in fact and agent for Gertrude Tuhy, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein stated.

Give under my hand and seal of office this 27th day of November, 2015

ROSS L. SUNDEEN
Notary Public
State of North Dakota
My Commission Expires Nov. 24, 2017

Notary Public, State of North Dakota

PIPELINE EASEMENT $58.00
Lisa Guenther, Dunn County Recorder
By

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Page: 6 of 17
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PIPELINE EASEMENT $58.00
Lisa Guenther, Dunn County Recorder
By
3078792
Page: 7 of 17
1/6/2016 3:00 PM

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Steven Tuhy in his capacity as contract buyer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of November, 2015.

ROSS L. SUNDEEN
Notary Public
State of North Dakota
My Commission Expires Nov. 24, 2017

Notary Public

My Commission Expires:_____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert Rose** in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his stated capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of December, 2015.

MARIA E. ACOSTA
Notary Public, State of Texas
My Commission Expires
November 19, 2017

Maria E. Acosta
Notary Public, State of Texas

My Commission Expires: 11-19-2017

EXHIBIT B
TO
EASEMENT AGREEMENT

George S. Tuhy and Gertrude Tuhy, husband and wife, Sellers; Robert Steven Tuhy, a single person, Buyer, herein referred to as "GRANTOR"

Dakota Access, L.L.C. - herein referred to as "GRANTEE"

REGARDLESS OF LANGUAGE TO THE CONTRARY CONTAINED IN THE EASEMENT AGREEMENT THE FOLLOWING SHALL CONTROL:

Definitions:
"GRANTOR" means **George S. Tuhy and Gertrude Tuhy, husband and wife, as Sellers; Robert Steven Tuhy, a single person, as Buyer,** their employees, agents, contractors and invitees.

"GRANTEE" means **Dakota Access, L.L.C.**, its employees, agents, contractors, and invitees.

"Easement Corridor" or "Pipeline Corridor" means that area lying within the easement boundaries here granted.

PIPELINE INSTALLATION DAMAGES: GRANTEE shall be responsible for all damages caused by it during and after the installation of the pipeline contemplated by the Easement Agreement.

PIPELINE: This Exhibit B provides GRANTEE the privilege to lay, construct, maintain, operate, repair, replace, inspect, and remove one pipeline contemplated by the Easement Agreement.

1. **Number of Pipeline(s), Easement Width and Depth**: Installation and easement is limited to one pipeline within the easement corridor, installed no less than forty eight inches (48") from the top of the pipe to the surface of the ground, together with necessary underground fittings, appliances and associated equipment.

2. **Consultation**: GRANTOR and GRANTEE agree that any pipeline to be constructed under the terms of this Agreement shall be in consultation with the GRANTOR.

3. **Route and Map Incorporation**: The route of the pipeline shall be pre-determined before construction shall begin. A map shall be attached to and incorporated herein for the purpose of the proposed pipeline route; this route may be changed upon GRANTEE's consultation with and written approval of GRANTOR.

PIPELINE EASEMENT $58.00
Lisa Guenther, Dunn County Recorder
By _____
3078792
Page: 8 of 17
1/6/2016 3:00 PM

4. **Construction Start Date**: intentionally omitted.

5. **Time by which construction must be completed**: GRANTEE agrees to construct and install the pipeline within the Easement Corridor no later than **December 31, 2020.** If the pipeline is not constructed during this time period, the GRANTEE will be deemed to have abandoned the rights to construct the pipeline; and this Easement will terminate.

6. **Term of Agreement and Term Extension:** The duration of this Easement shall be for ninety-nine (99) years.

7. **Compensation**: GRANTEE has agreed to compensate GRANTOR a specific monetary sum for the usual, ordinary and expected damages incurred during the installation of a pipeline and reclamation of the pipeline corridor and access points including pasture damages resulting from GRANTEE's initial construction of the pipeline for the first three (3) years following the completion of construction. GRANTEE shall compensate GRANTOR for future loss, if any, as provided in Paragraph 11 below; and extra-ordinary and unexpected damages.

8. **Tenant/Farmer Direct Payment**: intentionally omitted.

9. **Payment for Additional Disturbances**: GRANTEE shall pay GRANTOR for any entry after initial construction of the pipeline that results in additional surface damages, including damages to crops, grasslands or livestock or improvements.

10. **Nonexclusive easement:** This easement is nonexclusive. GRANTOR shall be permitted to grant easements to others that parallel and/or cross GRANTEE's easement; however such future easements granted that run parallel to GRANTEE's easement shall not lie within the easement corridor here granted without GRANTEE's consent – which said consent shall not be unreasonably withheld. Any future easements granted by GRANTOR that cross the easement corridor must not unreasonably interfere with GRANTEE's use of its easement. GRANTOR reserves the right to farm, graze and otherwise fully use and enjoy the Easement Corridor, provided GRANTOR agrees not to construct or create any obstruction (including planted trees), structure, impound water, construct a canal or any other engineering work on the Easement Corridor that will interfere with the rights and interests of GRANTEE herein granted.

11. **Future loss:** GRANTEE shall be liable for any damage to GRANTOR and GRANTOR's property (whether real or personal) in excess of usual, expected and ordinary damage sustained during initial construction, installation, inspection, maintenance, repair, replacement, removal and reclamation of the pipeline(s). Such damage includes but is not limited to personal injury or death of GRANTOR; damage, injury or death to livestock; and damage to lands, within and adjacent to the easement corridor with the exception of pasture damages for the first three (3)

years resulting from initial construction of the pipeline. Said three year period shall commence upon the completion of initial construction of the pipeline.

- In the event such excess damage or injury is a result of GRANTEE's operations and/or activities, GRANTEE will pay reasonable compensation to GRANTOR for such loss.

- GRANTEE shall also be responsible for any damage caused by activities of its subcontractors during the construction, installation, inspection, maintenance, repair, replacement, removal and reclamation of said pipeline(s).

Nothing in this paragraph shall impose liability upon GRANTEE for the negligence, reckless or intentional acts of GRANTOR.

12. **Hold Harmless and Indemnification:** GRANTEE agrees to indemnify, defend and hold the GRANTOR harmless from the claims and demands of all parties arising out of its operations and/or activities relating to the construction, installation, reclamation, use, inspection and maintenance of the pipeline or easement corridor.

    - The GRANTEE also undertakes and does hereby agree to defend, hold harmless and indemnify GRANTOR from any and all liability, costs, and attorney's fees the GRANTOR may suffer as a result of claims, demands, costs, or judgments against GRANTOR, arising out GRANTEE's activities and/or operations on GRANTOR's property, including but not limited to any environmental damage caused by the GRANTEE and GRANTEE'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. This hold harmless and indemnification shall also include, but is not be limited to, any claims by contractors, subcontractors or others for money owed to them as a result of construction, installation, repair or maintenance of GRANTEE's pipeline or easement. This indemnification and hold harmless shall also include any award of damages against GRANTOR for acts of negligence, reckless or intentional conduct of GRANTEE, its employees or its agents.

Nothing in this paragraph shall impose liability upon GRANTEE for the negligence, reckless or intentional acts of GRANTOR.

13. **Gates and Fencing:** If GRANTOR should so desire, GRANTOR may place a fence capable of turning livestock across or adjacent to the easement corridor after the pipeline has been installed, provided that GRANTOR shall perform any such construction within the Easement in a safe manner.

14. **INGRESS and EGRESS TO PIPELINE FOR INSPECTION AND REPAIR:** GRANTEE shall make reasonable good faith efforts to notify GRANTOR in advance before accessing the pipeline for inspection and repair and shall use existing roads or trails or the pipeline corridor for ingress and egress to inspect or repair the pipeline, unless such ingress or egress required is due to an emergency, or GRANTOR is notified and gives consent to use other ingress and egress points.

15. **Notification of Surface Activities:** Before entering the GRANTOR's land, GRANTEE shall make good faith efforts to notify GRANTOR in advance of proposed, non-emergency activities to be conducted upon the surface of the said land.

16. **Daylighting of Pipeline:** Intentionally omitted.

17. **Surface structures:** GRANTEE agrees there shall be no above ground installations, surface equipment, structures or apparatus associated with the pipeline to be installed on the Easement without the express, written consent of GRANTOR, except pipeline markers test leads or rectifiers at fence lines, roadways, railroads, ditches and waterways, or as required by applicable law.

18. **Mineral Reservation, including Aggregates:** GRANTOR reserves all oil, gas, and other minerals on and under said lands, including, but not limited to gravel, clay and scoria that GRANTOR owns at the time GRANTOR executes this Easement Agreement.

19. **Commercial Deposits of Scoria, Sand and Gravel:** GRANTOR shall have the right to exploit and/or mine all commercial quantities of coal, scoria, gravel, sand and/or aggregates [hereinafter collectively "surface minerals"] on or under the lands described in the Easement; provided, however, this clause shall not serve to terminate or amend any existing mineral or materials leases.

    Should GRANTEE'S pipeline interfere with GRANTOR's right to exploit or mine any surface minerals GRANTEE shall either:

    (i) Pay for the value of the surface minerals in place in lieu of GRANTOR exploiting and/or mining the same;

    - it is the intent of the parties that GRANTOR be paid for surface minerals that cannot be exploited or mined as a result of the pipeline presence, not just surface minerals located only within the easement corridor.

(ii) Exploit or mine to the satisfaction of GRANTOR the surface minerals before installation of the pipeline and stockpile the same on GRANTOR'S adjacent lands.

- Should GRANTEE elect to exploit or mine and remove the material during the installation of the pipeline or at any time thereafter, it shall stockpile the minerals as noted above, and GRANTOR shall provide a location suitable for the stockpile at no cost to GRANTEE.

The Parties will enter into an agreement suitable for whichever above activity GRANTEE selects describing the rights and responsibilities of the Parties.

Before GRANTEE is required to pay under the provisions above, surface mineral(s) must be first mined in an area near or adjacent to the easement corridor and perform reasonable testing to confirm that the commercial vein of such surface mineral(s) lies within the pipeline corridor..

20. **Debris & Rocks:** GRANTEE shall remove all debris, pick rocks four (4") inches in diameter or larger brought to surface and either remove them or bury them at a location designated by GRANTOR, replace topsoil to as near preconstruction condition as possible, compact trench and restore the disturbed area. GRANTEE shall take immediate steps to remove or bury within sixty (60) days from date of written notice unless such period is extended with consent of GRANTOR.

21. **Control of Weeds:** GRANTEE shall employ timely efforts to control and prevent weeds from growing and going to seed on and in the pipeline corridor for a period of time required by Grantee's permits and authorizations but in no case less than three (3) growing seasons following reclamation of the pipeline corridor after the final pipeline is installed.

22. **Restoration of Disturbed areas:** All disturbed surfaces which are not tilled crop land will be re-seeded at GRANTEE's expense with either of the following as determined by GRANTOR:
    (i) an approved local NRCS seed mixture; or
    (ii) same seed as was growing in the area prior to disruption.

GRANTEE 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 GRANTEEs entry upon the lands.

During construction and installation or maintenance or repair of the pipeline, topsoil shall be set aside and then 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.

23. **Restoration Upon Abandonment:** Upon final abandonment of the pipeline GRANTEE shall comply with all Local, State and Federal rules or regulations concerning the same. GRANTEE shall remain responsible for any hazardous or dangerous condition relating to the pipeline.

24. **Miscellaneous:**

- GRANTEE must comply with the North Dakota Environmental Construction Plan on file with the North Dakota Public Service Commission.

- GRANTEE 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.

- During reclamation GRANTEE 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 GRANTEE.

- GRANTEE will take all steps reasonably necessary to prevent erosion of the easement corridor.

- Confidentiality provisions in the Pipeline Right of Way Grant, Release of Damages or payment agreement if any are hereby struck and void.

- GRANTOR must approve all fence repairs. Such approval will not to be unreasonable withheld.

- GRANTOR shall pay GRANTEE in the amount of two thousand dollars ($2,000.00) for any bore pit utilized by Grantee in the initial construction of the pipeline.

- GRANTEE agrees that if a water flowing spring develops during and resulting from the construction of the pipeline, and the spring continues to flow or cause a wetland like area in otherwise agriculturally productive lands the GRANTEE shall pay for the total value of lost production and shall continue to pay per harvest year as long as the lands are not able to produce crop. The price paid shall be an amount equal to the total amount

of acres burdened by water damage multiplied by the commodity price of crop planted on adjacent acreage and the corresponding yield.

25. **Abandonment by nonuse:** If any of GRANTEE's pipeline(s) are abandoned by non-use, or by not maintaining the same as required by any applicable regulatory authority, for a period of thirty-six (36) consecutive months, this Easement Agreement becomes null and void and will be released of record and GRANTEE's rights to the same shall automatically, without out further action on the part of GRANTOR, revert to the GRANTOR.

    - Upon abandonment as provided above, GRANTEE will make every effort to render pipeline clean and safe for dormancy.

    - GRANTEE at its expense shall remove the pipeline from GRANTOR's property, if a local, state, or federal government agency or other governing regulatory body requires at any time that the pipeline is to be removed.

    The provisions of the paragraph shall not apply for any period of time when such non-use or failure to maintain the pipeline is the result of enforcement or any governmental rule or regulation temporarily prohibiting the use of the pipeline.

26. **Right to Cure:** In the event GRANTOR deems or considers GRANTEE to be in default of any provision or requirement, GRANTOR shall provide written notice to GRANTEE of said default and GRANTEE shall then have **sixty (60)** days from receipt of said notice to commence to cure or contest the claimed default.

    A. The Pipeline trench must be fully backfilled and topsoil must be replaced on the Easement Corridor immediately following construction.

    B. Contractor must stay on the agreed Easement, existing lease roads or public highways during the construction phase under this Easement Agreement, unless otherwise consented to by GRANTOR;

    C. No livestock will be let out by GRANTEE. Gates, if any, shall remain closed at all times while GRANTEE is on the right of way. All permanent gates installed shall be steel gates; no wire gates. During initial construction, fence gaps shall be no wider than fifty (50) feet without additional pole support and shall in all cases have sufficient tension to turn back livestock.

    D. GRANTOR shall notify GRANTEE about the location(s) of a sinkhole (if any) that is located in the easement corridor, or caused by GRANTEE's

activities; and GRANTEE shall take immediate steps to fill in the sinkhole.

GRANTEE upon GRANTOR providing notice or contact concerning the above items shall make at a minimum contact with GRANTOR within 24 hours by telephone, email, facsimile transmission or in person acknowledging notice from or contact by GRANTOR.

27. **No warranty of title:** GRANTOR does not warrant or guarantee title to the easement granted. GRANTEE is put on notice that the easement may be subject to superior rights, including but not limited to rights of mineral development that precede this grant of easement.

28. **Attorney's fees:** Should GRANTOR engage legal counsel to enforce any provision of the Easement including this Exhibit, and should the Court rule in favor of the GRANTOR whether in whole or in part, GRANTEE shall be responsible for GRANTOR's reasonable attorney's fees and costs.

29. **GRANTEE's Current Contact Information for Purpose of Notice:** Should GRANTOR be required to provide notice or otherwise need to contact GRANTEE for any matter relating to this easement, GRANTEE may be notified and contacted at:

DAKOTA ACCESS, LLC
ATTN: Land and Right of Way
1300 Main Street
Houston, Texas 77002
Telephone: (713) 989-1000

30. **Notice:** If GRANTEE's contact information should change, GRANTEE shall promptly provide GRANTOR a change of mailing address, telephone number and email address to which GRANTOR may provide notice when required under this Agreement. Until GRANTOR receives such notice in writing from GRANTEE, notice to the above address shall be deemed sufficient for purposes of this Agreement.

- **If GRANTEE assigns or otherwise conveys its interest or rights hereunder to another, GRANTEE shall provide GRANTOR contact information within thirty (30) days of assignment.** Until GRANTOR receives such notice in writing from GRANTEE, notice to the above address shall be deemed sufficient for purposes of this Agreement.

BINDING EFFECT: Provisions of the Exhibit are binding upon the GRANTOR and GRANTEE, their heirs, assigns and estates.

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PIPELINE EASEMENT $58.00 Page: 15 of 17
Lisa Guenther, Dunn County Recorder 1/6/2016 3:00 PM
By

GRANTOR:

George S Tuhy

By: George S. Tuhy
As: Seller

Gertrude Tuhy by George S Tuhy POA

By: Gertrude Tuhy
As: Seller

GRANTOR:

Robert Steven Tuhy

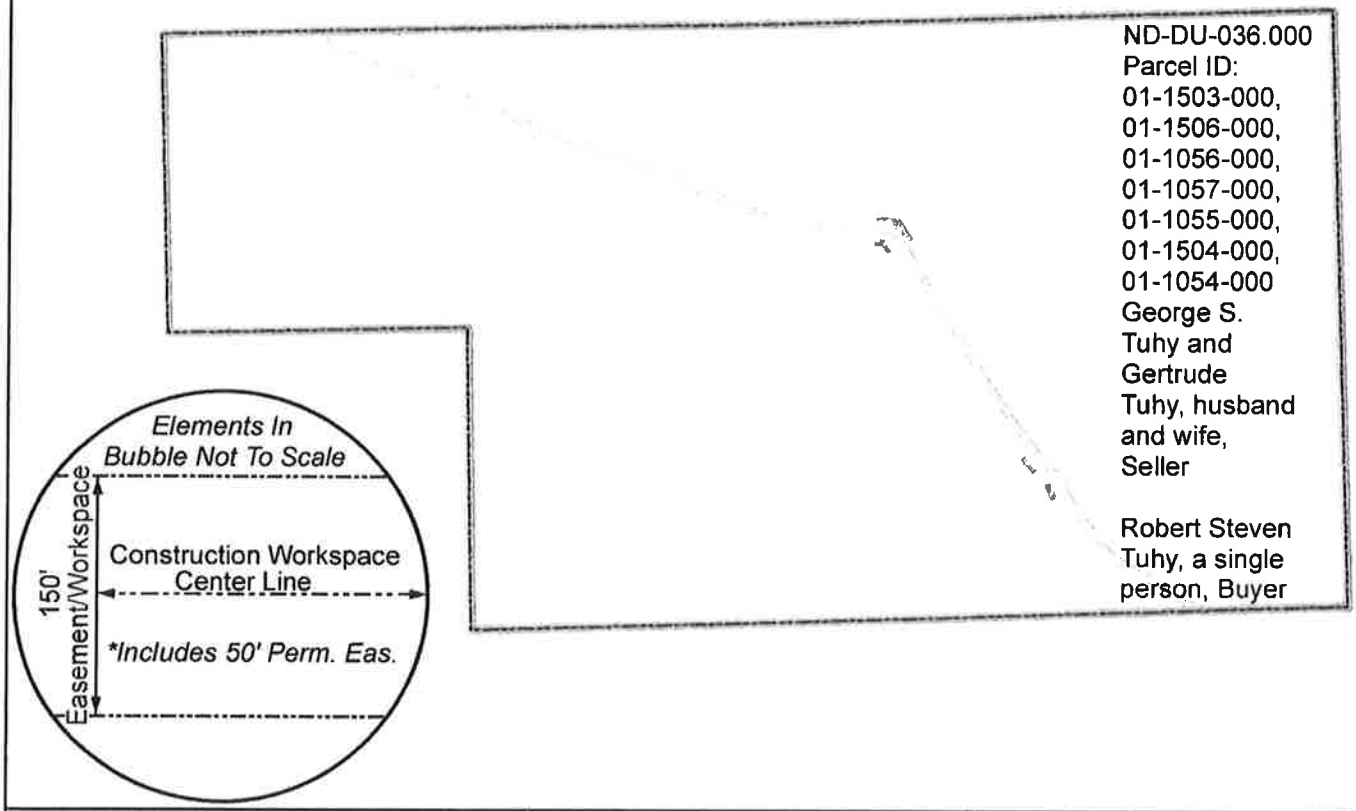
By: Robert Steven Tuhy
As: Buyer

3078792
PIPELINE EASEMENT $58.00 Page: 16 of 17
Lisa Guenther, Dunn County Recorder 1/6/2016 3:00 PM
By

3078792
PIPELINE EASEMENT $58.00 Page: 17 of 17
Lisa Guenther, Dunn County Recorder 1/6/2016 3:00 PM
By _____

Exhibit A

DUNN COUNTY, ND
S024-R095W-T146N



ROW Length: 9773.34 Ft. = 592.32 Rods
Proposed Permanent Easement: 11.22 Ac.
Temp Easement/ Workspace: 22.23 Ac.
Add Temp Easement/ Workspace: 0.96 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 1,000 2,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
George S. Tuhy and Gertrude Tuhy, husband and wife, Seller
Robert

Tract No.: ND-DU-036.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Thursday, June 04, 2015 3:10:50 PM

EASEMENT $28.00
Lisa Guenther, Dunn County Recorder
By
3075048
Page: 1 of 7
2/6/2015 1:27 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-038.000
PARCEL ID: 011101000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 17 December, 2014, is between **Gary L. Klatt,** whose mailing address is 129 101st Avenue Northwest, Dunn Center, ND 58626, (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 319.31 acres of land, more or less, situated in the E 1/2 of Section 30, Township 146 North, Range 94 West, Dunn County, North Dakota, more particularly described in Warranty Deed dated May 14, 2007, from Gary L. Klatt and Mary Klatt, husband and wife to Gary L. Klatt and Mary Klatt, as joint tenants with right of survivorship, recorded as Document #3022015, Office of the Recorder, Dunn County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

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Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

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(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 17th day of December, 2014.

GRANTOR:

Gary Lee Klatt

Gary L. Klatt

ACKNOWLEDGMENT

(Individual)

State of ND)
)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared Gary Lee Klatt, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of December, 2014.

Laird Scheer

Notary Public

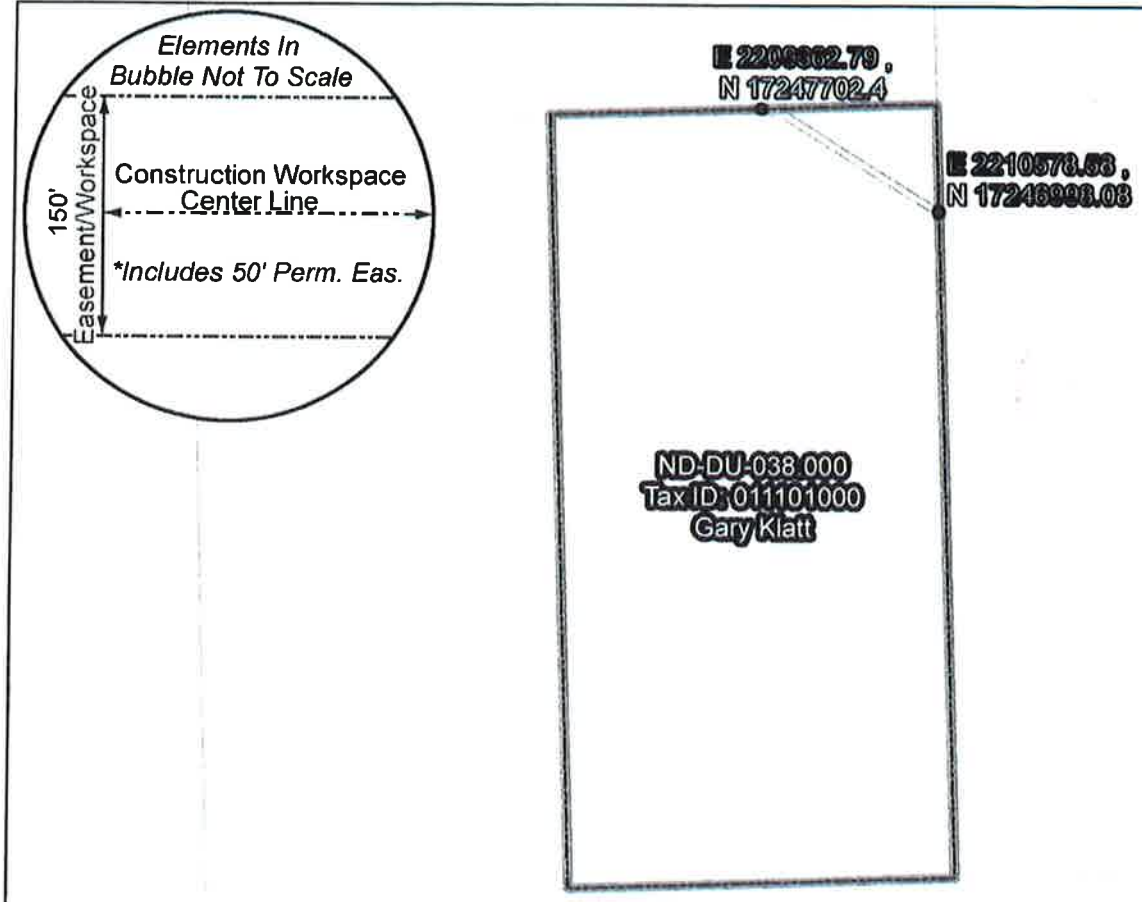
LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

My Commission Expires: 10-15-2020

EASEMENT $28.00
Lisa Guenther, Dunn County Recorder
By _____

Exhibit A

DUNN COUNTY, ND
S030-R094W-T146N



ROW Length: 1411.13 Ft. = 85.52 Rods
Proposed Permanent Easement: 1.62 Ac.
Temp Easement/ Workspace: 3.24 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 2,250

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Gary Klatt

Tract No.: ND-DU-038.000

- Entry & Exit Points
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____

Date Exported: Friday, November 07, 2014 4:32:47 PM



EASEMENT $28.00 **3075048**
Page: 7 of 7
Lisa Guenther, Dunn County Recorder 2/6/2015 1:27 PM
By

EXHIBIT H-4(c)

Reroute Location 53



PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By P. Hendrickson Dept

3078449
Page: 1 of 8
12/1/2015 12:44 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, NO 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-039.000
PARCEL ID: 01-1097-000, 01-1098-000, 01-1099-000, 01-1100-000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated October 27, 2015, is between **Kent G. Carlson and Jocelyn A. Carlson, husband and wife**, whose mailing address is **550 Lincoln Street NW, Killdeer, ND 58640** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is **1300 Main Street, Houston, Texas 77002**, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30"**) in nominal diameter, and any appurtenant facilities described as facilities directly necessary and related to operation and maintenance of the Pipeline , in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 634.26 acres of land, more or less, situated in All of Section 29, Township 146 North, Range 94 West, Dunn County, North Dakota, more particularly described in that Warranty Deed dated October 02, 2008 from Kent G. Carlson and Jocelyn A. Carlson, husband and wife, to Kent G. Carlson and Jocelyn A. Carlson, husband and wife, as tenants in common, recorded as Document Number 3032053 in the Office of the Recorder, Dunn County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement unless otherwise indicated on Exhibit A-I or in the event Grantee does not provide Exhibit A-I, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-I by affidavit, to amend this Agreement to include such new Exhibit A-I or to attach such new Exhibit A-I to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-I. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. Appurtenant facilities shall be defined for the purposes of this Easement Agreement as any facilities directly necessary for the construction, operation and maintenance of the Pipeline and specifically excludes any hazardous waste storage and residential housing of any kind. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Construction shall commence within three (3) years after receipt of all permits necessary to construct the pipeline. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Grantee agrees to bury and locate the above referenced thirty (30) inch pipeline not less than four (4) feet below the surface of the land.

3. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. However, Grantee shall make reasonable effort to mitigate damages to and restore any water sources on the land including, but not limited to, lakes, ponds, streams, rivers, springs, or wells.

4. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to the construction, operation and maintenance of the Pipeline, to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely

located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance. Any Access Easements will be, where possible, located on existing roads, paths or trails and the Pipeline Easement and may not otherwise be located across cultivated land. Grantee shall be responsible for all improvements and maintenance on said Access Easements at their sole expense for so long as they should use said Access Easements. Once Grantee has stopped using these Access Easements, said Access Easements shall be left for the use of the Grantor. After the pipeline has been fully constructed, Grantor, their tenants, agents, successors and assigns and anyone with their permission may use and travel upon these Access Easements; provided, however, the entity causing any damages to the Access Easement shall be solely responsible for the immediate repair of such damages.

5. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Grantor reserves the right to seek reimbursement for any post construction damages, surface or otherwise, to property located outside of the boundaries of the easements at any time thereafter. Grantee shall additionally compensate Grantor for any damages outside of the designated Easement Areas which are a direct result of Grantee's actions during construction, or at any other time. The said additional compensation, such as but not limited to crop damage, crop loss, or pasture loss will be at fair market value.

6. During construction of the pipeline and Access Easements, Grantee shall separate the topsoil and subsoil affected by such construction and restore the land so affected back to its original condition. Grantee shall be required to keep the property at all times free and clear of any debris, garbage, and trash. Any rocks 4" or greater in diameter dug up or removed on cultivated or non-cultivated land must be stock piled adjacent to the boundaries of the Pipeline Easement in a separate area on non-cultivated land designated by the Grantor.

7. Grantee shall use standard engineering practices for regularly monitoring pipeline integrity. In case of an emergency, Grantee shall notify Grantor of the emergency and appropriate response plan.

8. Grantee shall adhere to all applicable state, federal, administrative, and local statutes and regulations, including environmental statutes and regulations, in the building, operating, and maintenance of this Pipeline and any appurtenant facilities related thereto.

9. Grantee, its agents, successors, assigns, employees, etc. shall be expressly prohibited from hunting, fishing, camping, or participating in any type of recreation on the land and Easement Areas.

10. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement. Grantee shall reclaim and maintain the Easement Areas after construction, seeding grass, filling in any cave-ins, restoring any wind and/or water erosion, and shall spray and control noxious weeds as may be provided in the North Dakota Reclamation regulations established for Grantee's Pipeline. Said reclamation needs to be completed within a reasonable period after completion of construction of said Pipeline as provided in said reclamation regulations. Should Grantee fail to reclaim or maintain the Easement Areas after receipt of not less than sixty (60) days prior notice unless a force majeure event requires a longer period, Grantor may arrange and pay for such reclamation or maintenance and Grantee shall be responsible to reimburse Grantor for such actual expense.

11. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

12. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

13. Grantee has the right to trim and/or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successor and assigns, as may be necessary to prevent possible interference with the rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

14. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

15. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor 's Property cannot stray from the fenced pastures.

16. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

17. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees. Grantee shall indemnify, defend and hold harmless Grantor from any and all claims, demands, cause of action, or liability for damages, loss or injuries that may arise out of the negligent acts or omissions of Grantee in carrying out its operations on the land. Grantor shall not be responsible, nor be held liable in any way, for the environmental problems or damages created by, or resulting from the negligent acts or omissions of Grantee in carrying out its operations upon said lands. Grantee agrees to comply with all federal, state and local regulations. Grantee agrees to indemnify and hold harmless the Grantor from any and all environmental liability, claims, and/or damages caused by the negligent acts or omissions of Grantee in carrying out its maintenance, construction or operations. Grantee shall pay any and all costs of environmental remediation to remediate those environmental damages so caused by Grantee.

18. Should Grantee fail to lay a Pipeline within five (5) years from the date that Grantee has acquired all permits necessary to construct the Pipeline, the Easement is considered abandoned, and said Easement is terminated. If a Pipeline is constructed on said Easement, but no permissible substance, as specified within this Agreement, has flowed through said Pipeline at any time for a period of two (2) years, said Pipeline is considered abandoned, the Easement is terminated, and the Grantee must remove any and all pipeline structures and appurtenant facilities erected upon said Easement premises, and the reclamation provisions of the North Dakota Reclamation regulations established for Grantee's pipeline and time lines therein shall govern.

19. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in force for a period of 99 years, and provisions of this Agreement, including all benefits and burdens, shall run with the land for that term, unless terminated pursuant to the terms set forth herein. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

20. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party , the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

21. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws. The parties agree that any legal dispute shall be venued in the Southwest Judicial District of North Dakota State District Court, County of Dunn.

22. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

23. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

24. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By _____
3078449
Page: 6 of 8
12/1/2015 12:44 PM

EXECUTED this 27th day of October, 2015.

GRANTOR:

Kent G. Carlson

ACKNOWLEDGMENT

State of NORTH DAKOTA)
)ss
County of Stark)

BEFORE ME, the undersigned authority, on this day personally appeared Kent G. Carlson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of October, 2015.

CHARLES J. PETERSON
Notary Public
State of North Dakota
My Commission Expires October 26, 2019

Notary Public

My Commission Expires: 10-26-19

PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By _____
3078449
Page: 7 of 8
12/1/2015 12:44 PM

EXECUTED this 22 day of octuba, 2015.

GRANTOR:

Jocelyn A Carlson

Jocelyn A. Carlson

ACKNOWLEDGMENT

State of NORTH DAKOTA)
)ss
County of Stark)

BEFORE ME, the undersigned authority, on this day personally appeared Jocelyn A. Carlson, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of octuba, 2015.

CHARLES J. PETERSON
Notary Public
State of North Dakota
My Commission Expires October 26, 2019

Notary Public

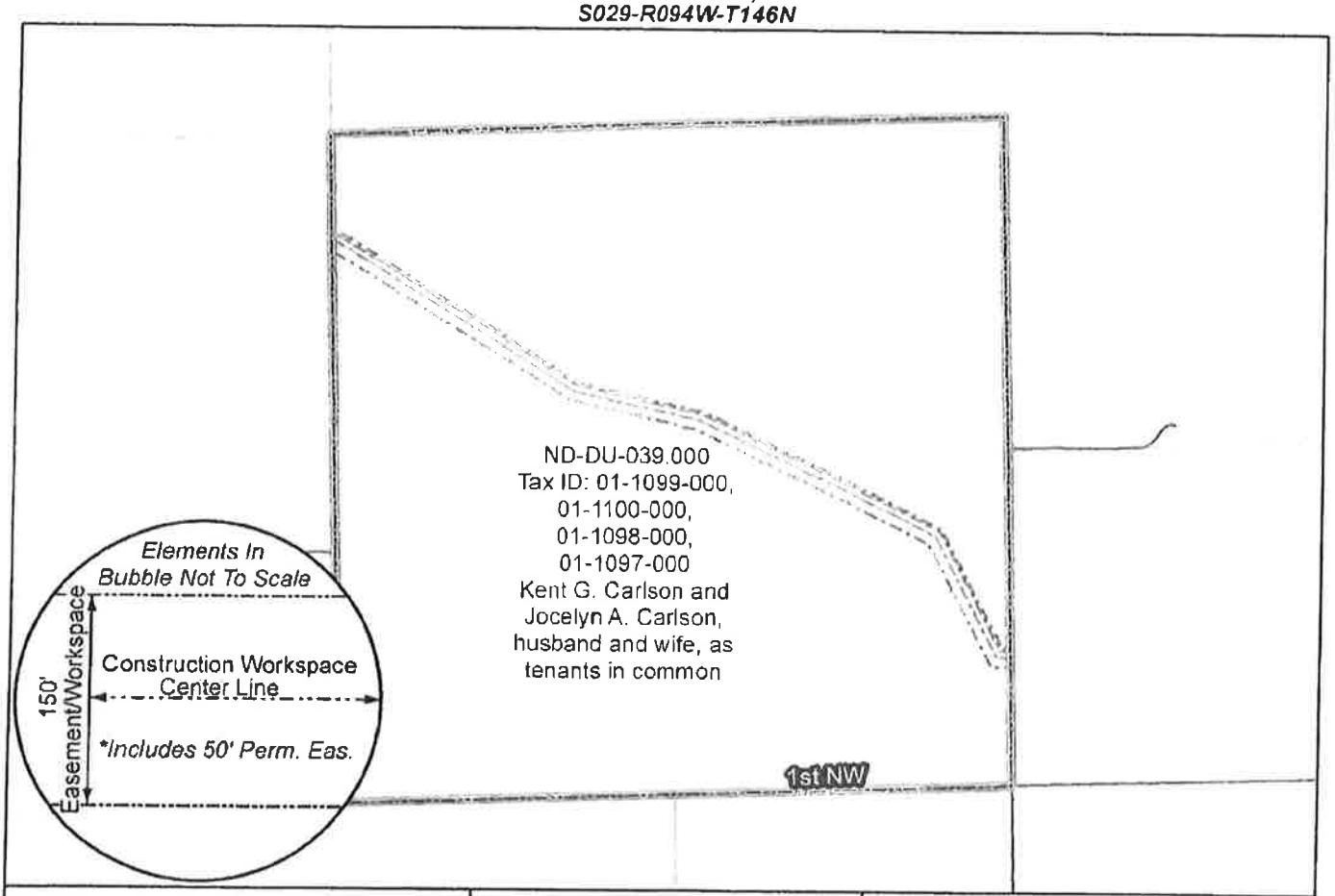
My Commission Expires: 10-26-19

PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By _____

3078449
Page: 8 of 8
12/1/2015 12:44 PM

Exhibit A

DUNN COUNTY, ND
S029-R094W-T146N



ROW Length: 6514.12 Ft. = 394.8 Rods
Proposed Permanent Easement: 7.48 Ac.
Temp Easement/ Workspace: 14.96 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 1,000 2,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
Kent G. Carlson and Jocelyn A. Carlson, husband and wife, as tenants in common

Tract No.: ND-DU-039.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Friday, July 31, 2015 3:23:33 PM

[Space Above this Line for Recording Office Use Only]

MEMORANDUM OF EASEMENT AGREEMENT

THIS MEMORANDUM OF EASEMENT AGREEMENT is to provide notice of that certain EASEMENT AGREEMENT ("Easement") dated 3-3, 2016, by and between George S. Tuhy and Gertrude Tuhy, husband and wife, Sellers, Thomas L. Tuhy, Buyer, whose mailing address is 9949 1st Street, Dunn Center, ND 58626, (hereinafter referred to as "Grantor," whether one or more), and Dakota Access, LLC, whose address is 1300 Main Street, Houston, Texas 77002 (hereinafter referred to as "Grantee").

PLEASE TAKE NOTICE AS FOLLOWS:

1. Capitalized terms contained herein and not otherwise defined herein shall have the meanings given to such terms in the Easement Agreement.

2. The Easement Agreement grants to Grantee a Right-of-Way for the purposes constructing, maintaining, repairing, and removing at will one steel crude oil transmission pipeline not to exceed thirty inches (30") in diameter together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment, facilities, and appurtenances used or useful in connection with the foregoing pipeline (collectively "Pipeline Facilities"), along routes convenient for Grantee's operations, on, over, under, across and/or through certain land in the following tracts ("the Premises") located in Dunn County, State of North Dakota:

Township 146 North, Range 94 West
Section 28: SW¼

("Subject Lands") and more specifically described or depicted on the plat or survey attached as Exhibit A to this Memorandum of Easement Agreement.

3. The Easement Agreement grants to Grantee a 99-year easement for the Right-of-Way described and depicted in Exhibit A, as well as the right to use, on a temporary basis, workspace adjacent to the Right-of-Way so as to allow Grantee to exercise any of the rights granted to Grantee in the Easement Agreement.

4. This Memorandum of Easement Agreement is placed of record in the county in which the Subject Lands are located for the purpose of placing all persons on notice of the existence of the Easement Agreement.

5. An executed copy of the Easement Agreement with all exhibits attached is on file in the office of the Grantee at the above-referenced address.

6. The terms and conditions of the Easement Agreement are incorporated by reference into this Memorandum of Easement Agreement as if fully set forth herein.

7. This Memorandum of Easement Agreement is executed by Grantee as of the date of the acknowledgment of the signature below, but is effective for all purposes as of the date of the Easement Agreement.

EXECUTED this 29 day of Feb, 2016

GRANTOR:

George S. Tuhy

ACKNOWLEDGMENT

State of NORTH DAKOTA)
)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared George S. Tuhy, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of February, 2016.

Notary Public

DANIEL T. AICHELE
Notary Public
State of North Dakota
My Commission Expires Mar. 2, 2018

My Commission Expires: Mar. 2, 2018

EXECUTED this 29 day of Feb, 2016

GRANTOR:

Gertrude Tuhy POA
Gertrude Tuhy George S Tuhy

ACKNOWLEDGMENT

State of NORTH DAKOTA)
)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared ~~Gertrude Tuhy~~ George Tuhy, POA for Gertrude Tuhy, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of February, 2016.

Notary Public

DANIEL T. AICHELE
Notary Public
State of North Dakota
My Commission Expires Mar. 2, 2018

My Commission Expires: Mar. 2, 2018

EXECUTED this 29 day of Feb, 2016

GRANTOR:

Thomas L Tuhy

Thomas L. Tuhy

ACKNOWLEDGMENT

State of NORTH DAKOTA)
)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared Thomas L. Tuhy, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of February, 2016.

David T. Aichele

Notary Public

DANIEL T. AICHELE
Notary Public
State of North Dakota
My Commission Expires Mar. 2, 2018

My Commission Expires: Mar. 2, 2018

EXECUTED this 23 day of March, 2016

GRANTEE:

Dakota Access, LLC

By: Robert Rose
Title: Vice President of Land and Right of Way

ACKNOWLEDGMENT

State of Texas)
)ss
County of Harris)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Rose in his capacity as Vice President of Land and Right-of-Way of Dakota Access, LLC, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23rd day of March, 2016.

DONNA WALTERS
Notary Public, State of Texas
Comm. Expires 03-04-2020
Notary ID 2342771

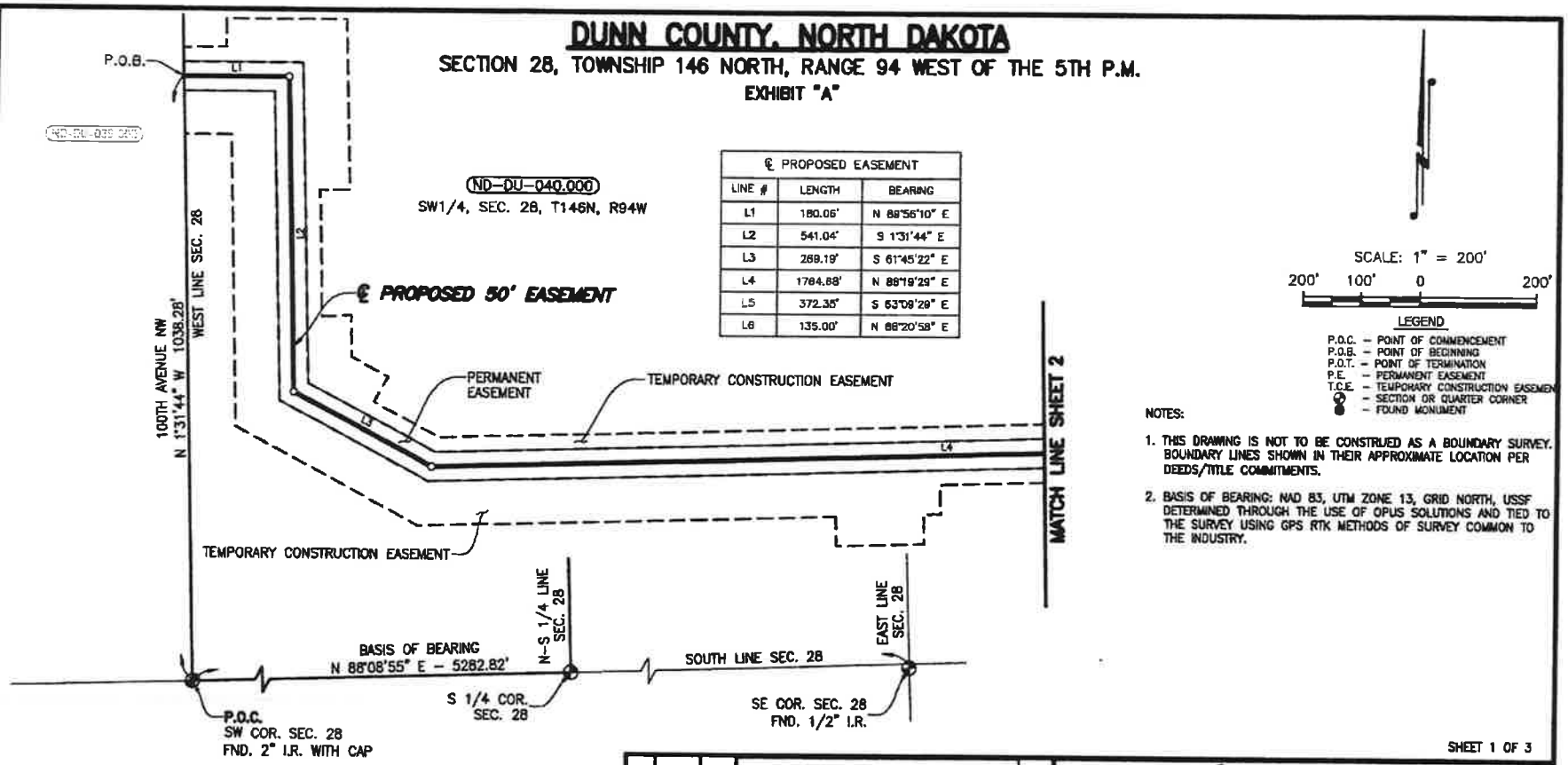
Notary Public
My Commission expires _____

57838252_1.DOC

DUNN COUNTY, NORTH DAKOTA

SECTION 28, TOWNSHIP 146 NORTH, RANGE 94 WEST OF THE 5TH P.M.

EXHIBIT "A"



℄ PROPOSED EASEMENT		
LINE #	LENGTH	BEARING
L1	180.06'	N 88°56'10" E
L2	541.04'	S 1°31'44" E
L3	288.19'	S 61°45'22" E
L4	1784.88'	N 88°19'29" E
L5	372.35'	S 63°09'29" E
L6	135.00'	N 88°20'58" E

SCALE: 1" = 200'

200' 100' 0 200'

LEGEND

P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
P.O.T. – POINT OF TERMINATION
P.E. – PERMANENT EASEMENT
T.C.E. – TEMPORARY CONSTRUCTION EASEMENT
– SECTION OR QUARTER CORNER
– FOUND MONUMENT

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

LENGTH OF PROPOSED PIPELINE: 3262.32 FEET = 197.72 RODS
PERMANENT EASEMENT: (3.74 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (7.74 AC.)

SHEET 1 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
1	11/16/15	MM	USE/ ACQUISITION	CH
0	11/06/15	JTM	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
SW1/4, SEC. 28, T146N, R94W
DUNN COUNTY NORTH DAKOTA

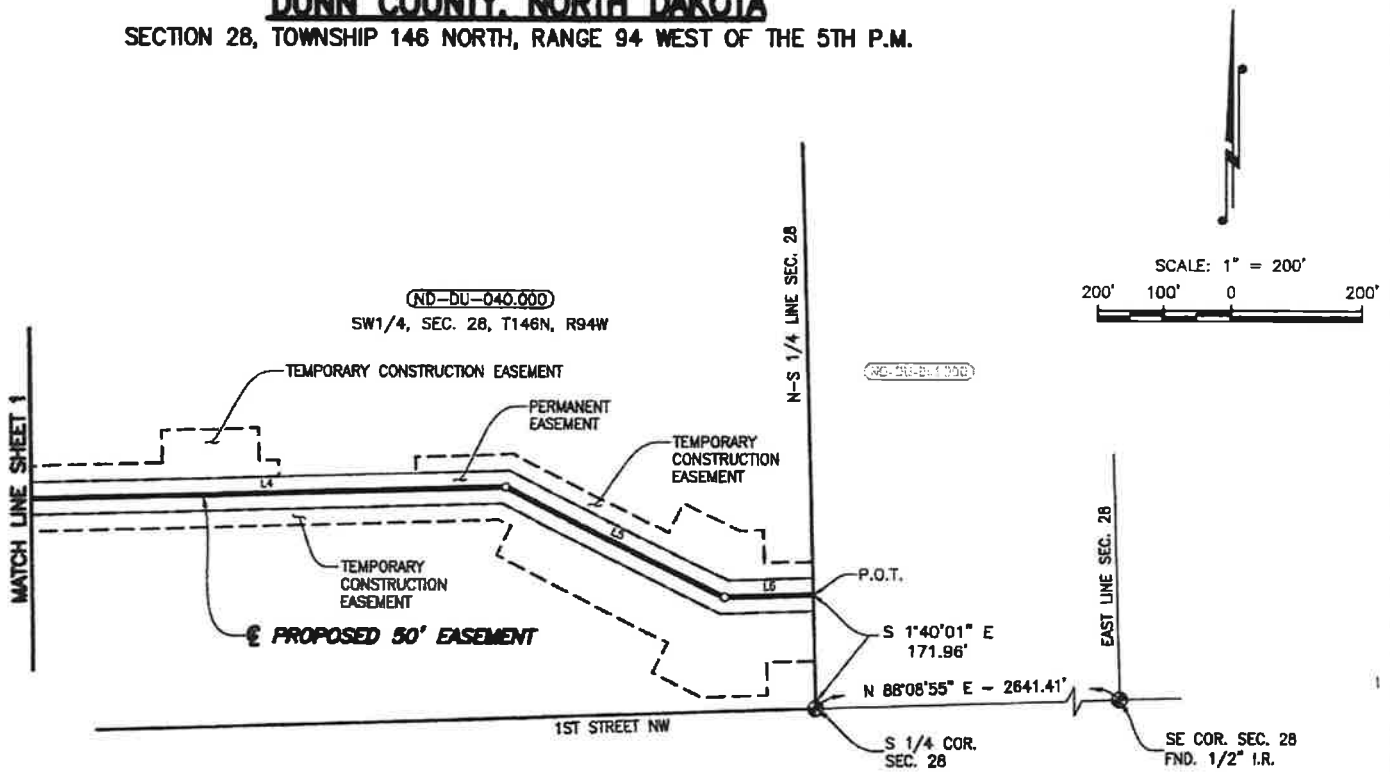
DRAWN BY: JTM	DATE: 10/02/15	DWG. NO. TUHY-ND-DU-040.000.WR	REV. 1
CHECKED BY: TC	DATE: 10/02/15		
SCALE: 1" = 200'	APP.: CH		

FILE: R:\Projects\10395\7.DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\DUNN COUNTY\TUHY-ND-DU-040.000.WR REV 1.dwg PLOT DATE: 11/17/2015 BY: MADAMBA, JOEY

7.7

DUNN COUNTY, NORTH DAKOTA

SECTION 28, TOWNSHIP 146 NORTH, RANGE 94 WEST OF THE 5TH P.M.



SHEET 2 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
1	11/18/15	MM	USE/ ACQUISITION	CH
0	11/06/15	JTM	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 827C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
SW1/4, SEC. 28, T146N, R94W
DUNN COUNTY NORTH DAKOTA

DRAWN BY: JTM	DATE: 10/02/15	DWG. NO. TUHY-ND-DU-040.000.WR	REV. 1
CHECKED BY: TC	DATE: 10/02/15		
SCALE: 1" = 200'	APP.: CH		

FILE: R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\DUNN COUNTY\TUHY-ND-DU-040.000.WR REV 1.dwg PLOT DATE: 11/17/2015 BY: MADAMBA, JOEY

1 of 1

DUNN COUNTY, NORTH DAKOTA

SECTION 28, TOWNSHIP 146 NORTH, RANGE 94 WEST OF THE 5TH P.M.

Commencing at a 2 inch Iron Rod with Cap found at the Southwest Section corner of Section 28; thence N01°31'44"W 1038.28 feet along the West Section line of said Section 28 to the Point Of Beginning. Thence N89°56'10"E 180.06 feet along the centerline of the permanent easement to a point; thence S01°31'44"E 541.04 feet to a point; thence S61°45'22"E 269.19 feet to a point; thence N88°19'29"E 1764.68 feet to a point feet; thence S63°09'29"E 372.35 feet to a point feet; thence N88°20'58"E 135.00 feet to the Point of Termination in the North-South Quarter Section line of said Section 28 from which a 1/2 inch Iron Rod found at the Southeast Section corner of said Section 28 bears S01°40'01"E 171.96 feet and N88°08'55"E 2641.41 feet. Said permanent easement contains 3.74 acres, more or less.

SHEET 3 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
1	11/16/15	MM	USE/ ACQUISITION	CH
0	11/06/15	MM	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 627C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT

SW1/4, SEC. 28, T146N, R94W

DUNN COUNTY NORTH DAKOTA

DRAWN BY: MM	DATE: 10/05/15	DWG. NO. TUHY-ND-DU-040.000.WR	REV. 1
CHECKED BY: EFG	DATE: 10/05/15		
SCALE: N.T.S.	APP.: CH		

FILE: R:\Projects\10395700\DISCIPLINE\CADD\DRAWINGS\04-PROPERTY_PLAT\NORTH DAKOTA\DUNN COUNTY\TUHY-ND-DU-040.000.WR REV 1.dwg PLOT DATE: 11/17/2015 BY: MOHAMBA, JOEY

TLT

PIPELINE EASEMENT $28.00
Lisa Guenther, Dunn County Recorder
By _____

3077859
Page: 1 of 7
10/12/2015 9:00 AM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-041.000
PARCEL ID: 01-1093-000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated AUGUST 13, 2015, is between **Corrine M. Olson, as Trustee of the Corrine M. Olson Family Surface Trust,**, whose mailing address is **10033 2nd Street Northwest, Dunn Center, ND 58626** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 158.73 acres of land, more or less, situated in the W½E½, less 1.27 acres, of Section 28, Township 146 North, Range 94 West, Dunn County, North Dakota, more particularly described in that Quit Claim Deed dated May 17, 2013 from Corrine M. Olson, a single person, to Corrine M. Olson, as Trustee of the Corrine M. Olson Family Surface Trust, recorded as Document Number 3065716 in the Office of the Recorder, Dunn County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in

fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

PIPELINE EASEMENT $28.00
Lisa Guenther, Dunn County Recorder
By _____
3077859
Page: 4 of 7
10/12/2015 9:00 AM

EXECUTED this 13 day of AUGUST, 2015.

GRANTOR:

Corrine M. Olson

Corrine M. Olson, as Trustee of the
Corrine M. Olson Family Surface Trust

ACKNOWLEDGMENT

(Individual)

State of NORTH DAKOTA)
)ss
County of DUNN)

BEFORE ME, the undersigned authority, on this day personally appeared CORRINE OLSON, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13 day of AUGUST, 2015.

Paul Upshaw
Notary Public

My Commission Expires: JUNE 14 2018

PAUL UPSHAW
Notary Public
State of North Dakota
My Commission Expires June 14, 2018

PIPELINE EASEMENT $28.00
Lisa Guenther, Dunn County Recorder
By _____

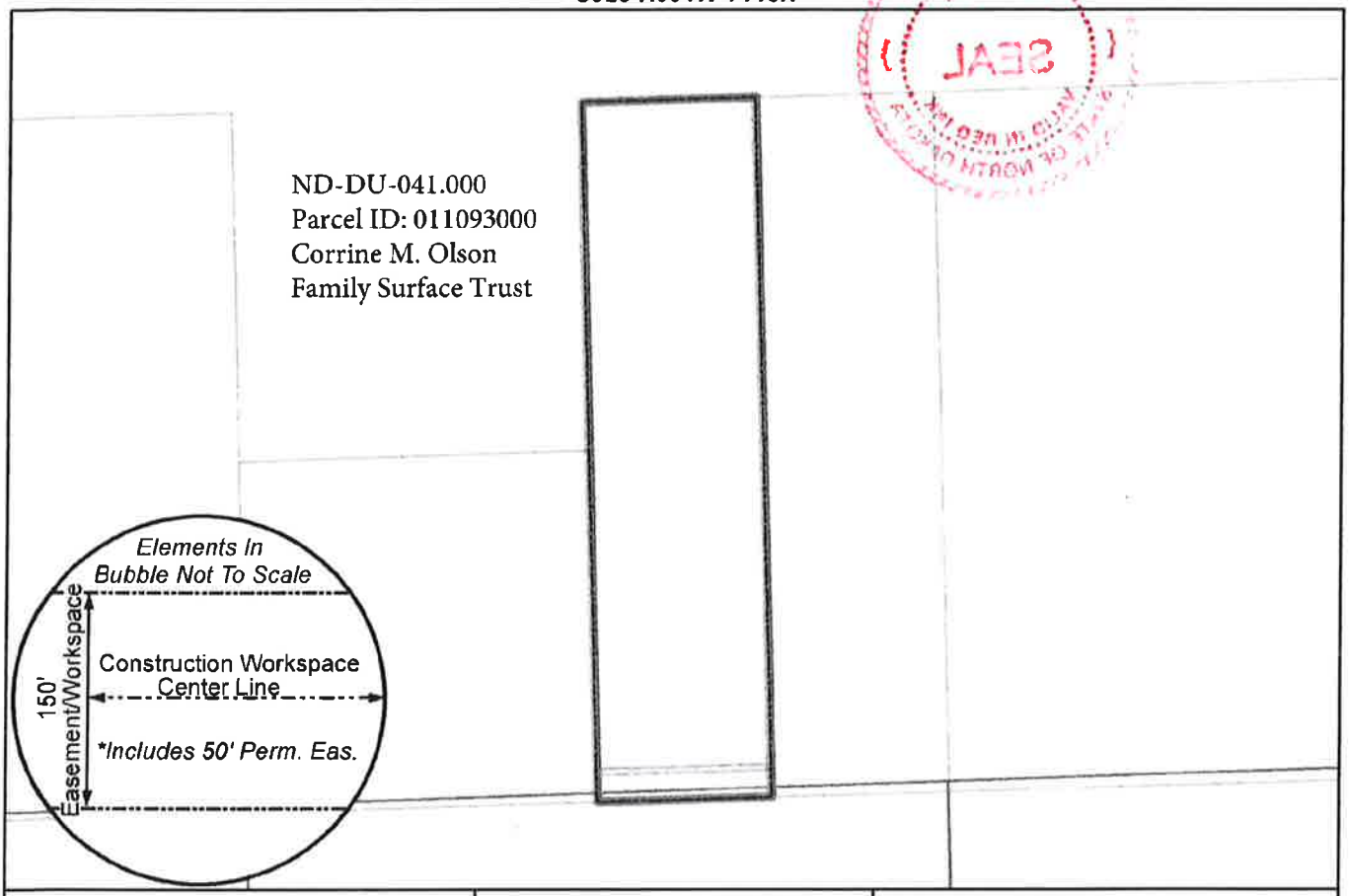
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Page: 5 of 7
10/12/2015 9:00 AM

PIPELINE EASEMENT $28.00
Lisa Guenther, Dunn County Recorder
By _____

3077859
Page: 6 of 7
10/12/2015 9:00 AM

Exhibit A

DUNN COUNTY, ND
S028-R094W-T146N



ROW Length: 1319.75 Ft. = 79.98 Rods
Proposed Permanent Easement: 1.51 Ac.
Temp Easement/ Workspace: 3.03 Ac.
Add Temp Easement/ Workspace: 0 Ac.
Launch & Receiver/Valve Site: Ac.
Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500 1,000 1,500

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Corrine M. Olson Family Surface Trust

Tract No.: ND-DU-041.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Monday, January 05, 2015 3:55:03 PM

PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By _____

3077723
Page: 1 of 8
9/25/2015 12:55 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-042.000, 043.000
PARCEL ID: 011094000, 011092000, 011091000, 011089000, 011090000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 23 march, 2015, is between **Benjamin A. Reckard and Pamela Reckard, husband and wife,** whose mailing address is **149 99TH Avenue Northwest, Dunn Center, ND 58626,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 793.56 acres of land, more or less, situated in the E1/2E1/2 of Section 28; and All of Section 27, Township 146 North, Range 94 West, Dunn County, North Dakota, more particularly described in Quit Claim Deed dated July 18, 2006 from Dorothy Reckard Light, a widow to Ben A. Reckard and Pamela Reckard, husband and wife, as joint tenants, recorded under Document #3019936, Office of the Recorder, Dunn County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

BR. PR

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor

(or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

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10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

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16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

19. Grantee agrees that it will make a reasonable effort to remove any and all rocks greater than four inches (4") in diameter uncovered or encountered during the digging process from the surface of the excavated easement. These shall, upon completion of the construction process, either be (i) removed from the premises, or (ii) buried underground to a depth of at least two feet (2').

20. During construction of the pipeline, Grantee shall haul off of the Easements on a regular basis all litter and debris caused by Grantee that are not an integral part of the pipeline. Grantee shall not permit such debris to encroach and remain upon Grantor's adjacent lands.

BR. PR

PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By _____
3077723
Page: 5 of 8
9/25/2015 12:55 PM

EXECUTED this 23 day of March, 2015.

GRANTOR:

Benjamin A. Reckard

Benjamin A. Reckard

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared Benjamin A. Reckard, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of March, 2015.

Laird Scheer
Notary Public

LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

My Commission Expires: 10/15/2020

EXECUTED this 23 day of March, 2015.

GRANTOR:

Pamela Reckard

Pamela Reckard

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared Pamela Reckard, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of March, 2015.

Laird Scheer
Notary Public

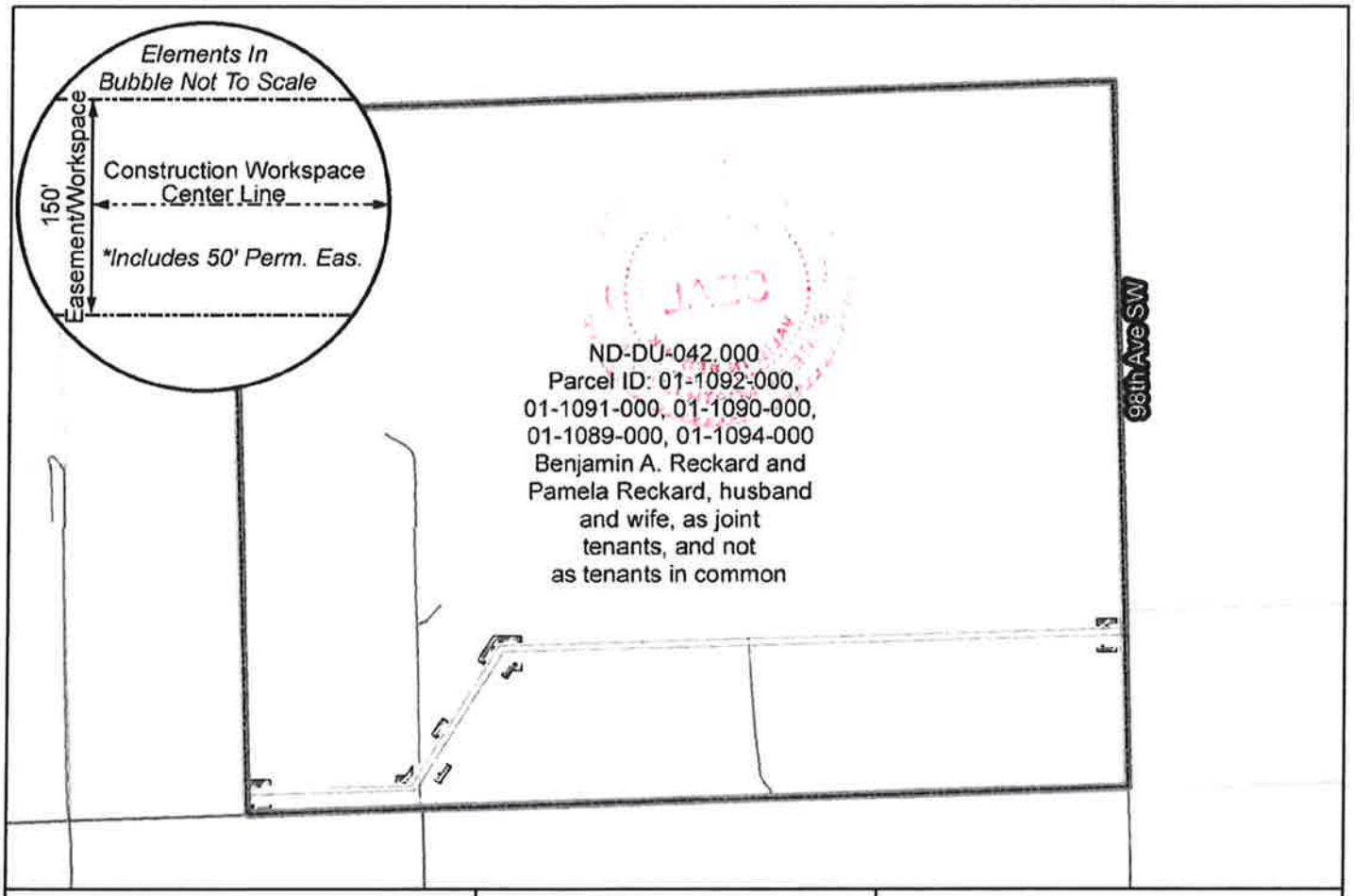
LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

My Commission Expires: 10/15/2020

PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By _____
3077723
Page: 7 of 8
9/25/2015 12:55 PM

Exhibit A

DUNN COUNTY, ND
S028-R094W-T146N



ROW Length: 7141.02 Ft. = 432.79 Rods
Proposed Permanent Easement: 8.2 Ac.
Temp Easement/ Workspace: 16.4 Ac.
Add Temp Easement/ Workspace: 1.84 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 1,000 2,000 Feet

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across: Benjamin A. Reckard and Pamela Reckard, husband and wife, as joint

Tract No.: ND-DU-042.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____
Landowner Initials

Date Exported: Friday, August 07, 2015 3:31:01 PM

PIPELINE EASEMENT $40.00
Lisa Guenther, Dunn County Recorder
By _____

3076042
Page: 1 of 11
5/6/2015 1:47 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-045.000, 046.000
PARCEL ID: 01-1084-000, 01-1085-000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 20 March, 2015, is between **James R. Connolly and Janet L. Connolly and James M. Connolly, Trustees, or their successors in trust, under the Janet L. Connolly Living Trust, dated March 2, 2004,** whose mailing address is **1771 County Rd 5, South Golden Valley, ND 58541** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 240 acres more or less, being situated in the West half of the Southwest Quarter of Section 25, and South half of the South half of Section 26, both in Township 146 North, Range 94 West, Dunn County, North Dakota, and as more particularly described in Quit Claim Deed dated November 27, 2004 from James Michael Connolly and Janet Connolly, husband and wife to Janet L. Connolly and James M. Connolly, Trustees, or their successors in trust, under the Janet L. Connolly Living Trust, dated March 2, 2004, grantee, recorded on December 14, 2004 in Recorder's File No. 3011385; Book 138, page 56 in Dunn County Recorder's Office, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

JMC
J.L.C. JLC

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

JMC
J.L.C. JRC

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the

JMC
J.Z.C. JCC

Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantor agrees that the consideration paid by Grantee in this agreement includes the cost of any necessary weed control measures (should such exist) that may arise as a result of Grantee's initial construction of its pipeline. Grantor agrees to be responsible for such weed control at Grantor's discretion.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

16. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

JMC J.L.C. JCC

20. During construction of the pipeline, Grantee shall haul off of the Easements on a regular basis all litter and debris caused by Grantee that are not an integral part of the pipeline. Grantee shall not permit such debris to encroach and remain upon Grantor's adjacent lands.

Inc
J.K.C. JRC

EXECUTED this 20 day of March, 2015.

GRANTOR:

James R Connolly
James R. Connolly, Trustee

ACKNOWLEDGMENT
(Individual)

State of North Dakota)
)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared James R Connolly, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20 day of March, 2015.

Laird Scheer
Notary Public

My Commission Expires: 10/15/2020

LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

JMC
J.J.C. JRC

PIPELINE EASEMENT $40.00
Lisa Guenther, Dunn County Recorder
By _____

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Page: 7 of 11
5/6/2015 1:47 PM

EXECUTED this 20 day of March, 2015.

GRANTOR:

Janet L. Connolly
Janet L. Connolly, Trustee

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared Janet L Connolly, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20 day of March, 2015.

Laird Scheer
Notary Public

My Commission Expires: 10/15/2020

LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

JMC
J.L.C. JLC

EXECUTED this 20 day of March, 2015.

GRANTOR:

James M Connolly

James M. Connolly, Trustee

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared James M. Connolly, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20 day of March, 2015.

Laird Scheer

Notary Public

My Commission Expires: 10/15/2020

LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

PIPELINE EASEMENT $40.00
Lisa Guenther, Dunn County Recorder
By _____

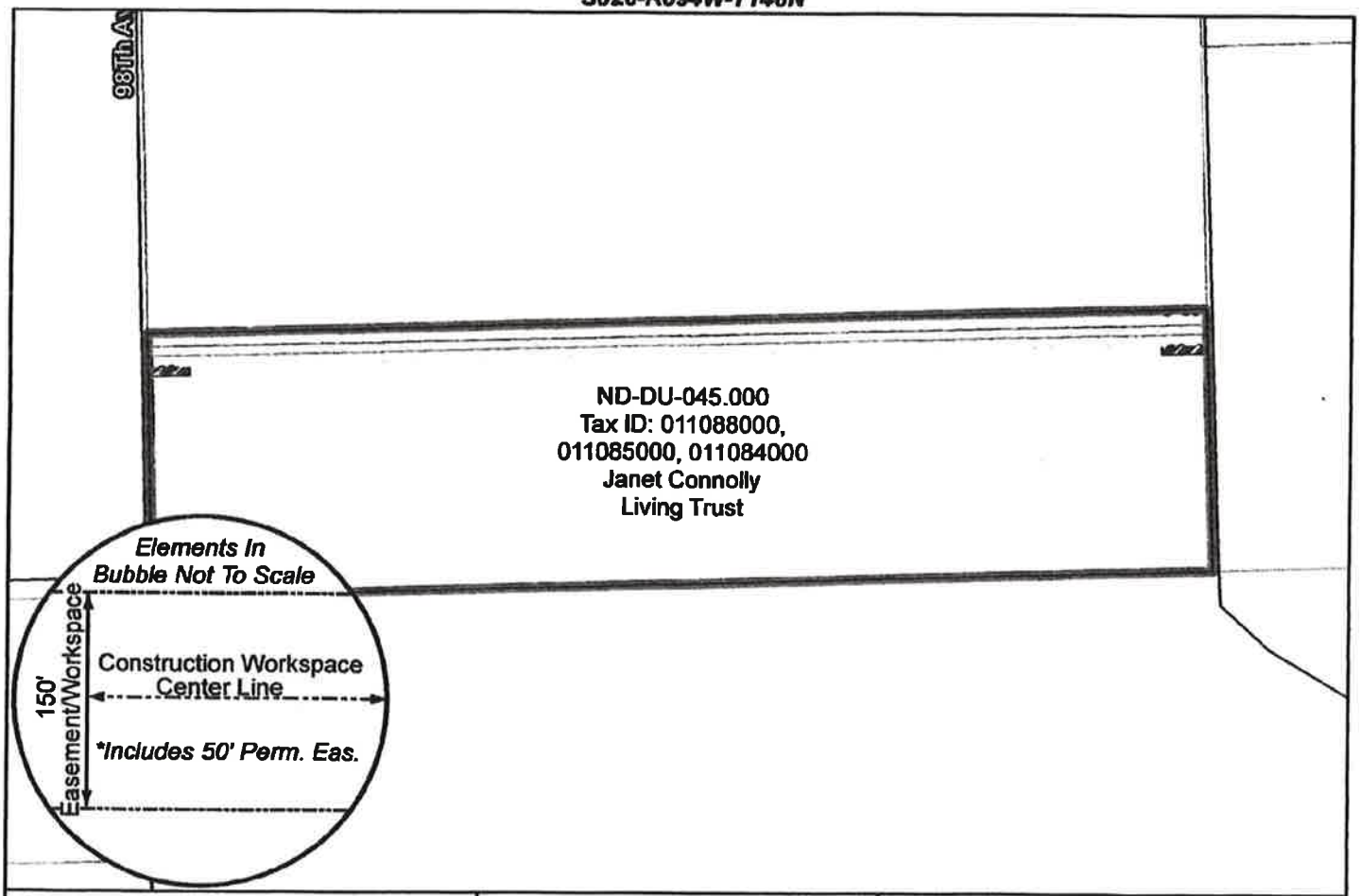
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Page: 8 of 11
5/6/2015 1:47 PM

JMC
J.L.C. JLC

Exhibit A

DUNN COUNTY, ND

S026-R094W-T146N



ROW Length: 5276.5 Ft. = 319.79 Rods

Proposed Permanent Easement: 6.06 Ac.

Temp Easement/ Workspace: 12.11 Ac.

Add Temp Easement/ Workspace: 0.68 Ac.

Launch & Receiver/Valve Site: Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 500 1,000

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Janet Connolly Living Trust

Tract No.: ND-DU-045.000

Property Boundaries

Proposed Permanent Easement

Temporary Easement - Workspace

Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

TMC J.L.C. JRC

Landowner Initials

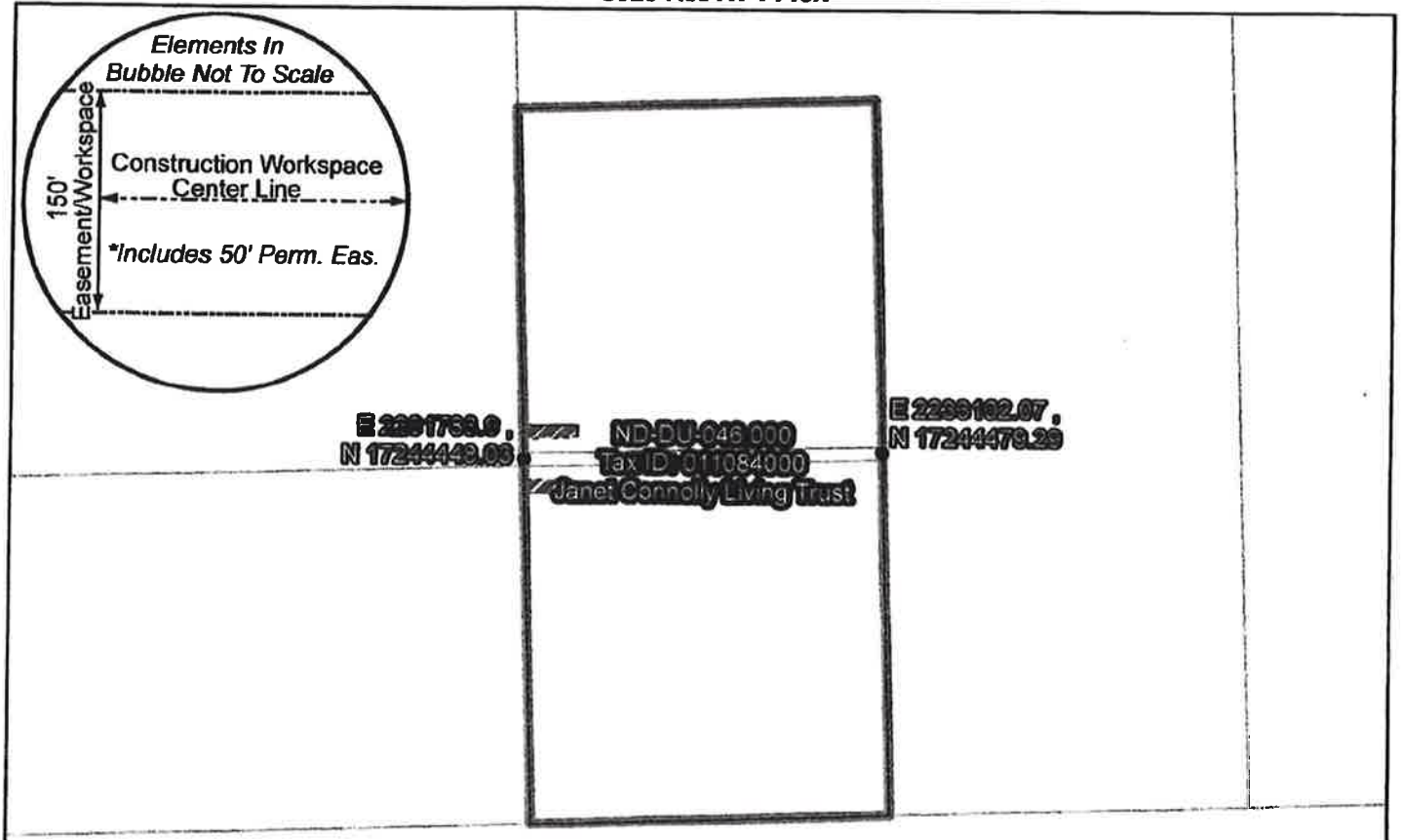
PIPELINE EASEMENT $40.00
Lisa Guenther, Dunn County Recorder
By _____

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5/6/2015 1:47 PM

Exhibit A

DUNN COUNTY, ND

S025-R094W-T146N



ROW Length: 1318.54 Ft. = 79.91 Rods

Proposed Permanent Easement: 1.51 Ac.

Temp Easement/ Workspace: 3.03 Ac.

Add Temp Easement/ Workspace: 0.46 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,100

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Janet Connolly Living Trust

Tract No.: ND-DU-046.000

- Entry & Exit Points
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

JMC J.L.C. JLC

3076042
PIPELINE EASEMENT $40.00 Page: 10 of 11
Lisa Guenther, Dunn County Recorder 5/6/2015 1:47 PM
By _____

PIPELINE EASEMENT $40.00
Lisa Guenther, Dunn County Recorder
By _____

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Page: 1 of 11
9/25/2015 12:55 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-044.000
PARCEL ID: 011087000; 011086000; 011088000; 011082000; 011083000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 31 July, 2015, is between **William R. Connolly and Connie C. Connolly, husband and wife, Life Estate, William Patrick Connolly, Robert Allan Connolly and Wendy Marie Devier, Remaindermen,** whose mailing address is **298 19th Avenue West, Dickinson, ND 58601,** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 80 acres of land, more or less, situated in the East half of the Southwest quarter (E1/2SW1/4) in Section 25 in Township 146 North, Range 94 West, Dunn County, North Dakota, and as more particular described in Quit Claim Deed dated, April 17, 2007 from William R. Connolly and Connie C. Connolly, husband and wife, to William Patrick Connolly, Robert Allan Connolly and Wendy Marie Devier recorded on June 13, 2007 in Recorder's File No. 3022410; Book 135, page 237 in Dunn County Recorder's Office, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

WRC CCC

RC

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

c. Grantee will bury the pipelines laid hereunder with a cover of at least forty-eight inches (48") from the top of the pipe to the surface of the ground; except it shall be buried not less than twenty-four inches (24") through rock;

d. Grantee agrees that it will make a reasonable effort to remove any and all rocks greater than three inches (3") in diameter uncovered or encountered during the digging process from the surface of the excavated easement. These shall, upon completion of the construction process, either be (i) removed from the premises, or (ii) buried underground to a depth of at least two feet (2').

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

WRC CCC

WB RC

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional

drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. If the pipeline ceases to be used or useful for a continuous period of two years, such that all pipelines are abandoned, the Easement granted herein will terminate and merge into fee estate. Abandonment will be deemed effective when the governing body having jurisdiction at the time has accepted and approved of the abandonment of the facilities described herein. At the option of Grantee, Grantee shall have the right to abandon the subsurface pipeline facilities in place or the right and privilege to remove the pipeline facilities. In the event Grantee elects to remove the subsurface pipeline facilities, Grantee shall restore the surface of the Easement as near as is reasonably practicable to its condition prior to such removal.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be ninety nine years (99) and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. In accordance with the provisions of Section 47-05-02.1 of the North Dakota Century Code, the duration of the easement granted herein is limited to ninety nine (99) years.

16. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

17. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

18. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

19. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

20. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this

Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

21. This agreement is further modified by Addendum "A", which is not attached and will not be filed of record.

22. This Agreement along with Addendum "A" contain the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

EXECUTED this 8 day of August, 2015.

GRANTOR:

William R. Connolly

William R. Connolly

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Stark)

BEFORE ME, the undersigned authority, on this day personally appeared William R. Connolly, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8th day of August, 2015.

L Scheer

Notary Public

My Commission Expires: 10-15-2020

LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

EXECUTED this 8th day of August, 2015.

GRANTOR:

Connie C. Connolly

Connie C. Connolly

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Stark)

BEFORE ME, the undersigned authority, on this day personally appeared Connie C. Connolly, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8th day of August, 2015.

Notary Public

My Commission Expires: 10-15-2020

LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

EXECUTED this 05 day of August, 2015.

GRANTOR:
William R. Connolly and Connie C. Connolly, husband and wife, Life Estate

By: William Patrick Connolly
Its: Remaindermen

ACKNOWLEDGMENT

State of Louisiana)
Parish)ss
~~County~~ of Lafayette)

BEFORE ME, the undersigned authority, on this day personally appeared William Patrick Connolly in his capacity as Remaindermen of the William R. Connolly and Connie C. Connolly, husband and wife, Life Estate, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 05 day of August, 2015.

Notary Public
Notary # 62732
My Commission Expires: At Death

EXECUTED this 8 day of August, 2015.

GRANTOR:
William R. Connolly and Connie C. Connolly, husband and wife, Life Estate

By: Robert Allan Connolly
Its: Remaindermen

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of McKenzie)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Allan Connolly in his capacity as Remaindermen of the William R. Connolly and Connie C. Connolly, husband and wife, Life Estate, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8 day of August, 2015.

Notary Public

My Commission Expires: 10-15-2020

LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

EXECUTED this 31 day of July, 2015.

GRANTOR:
William R. Connolly and Connie C. Connolly, husband and wife, Life Estate

By: Wendy Marie Devier
Its: Remaindermen

ACKNOWLEDGMENT

State of North Dakota)
)ss
County of Cass)

BEFORE ME, the undersigned authority, on this day personally appeared Wendy Marie Devier in her capacity as Remaindermen of the William R. Connolly and Connie C. Connolly, husband and wife, Life Estate, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 31 day of July, 2015.

Notary Public

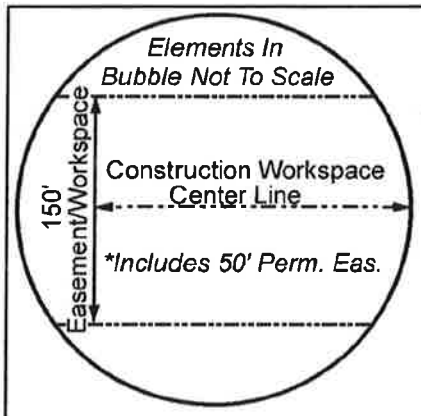
My Commission Expires: 10-15-2020

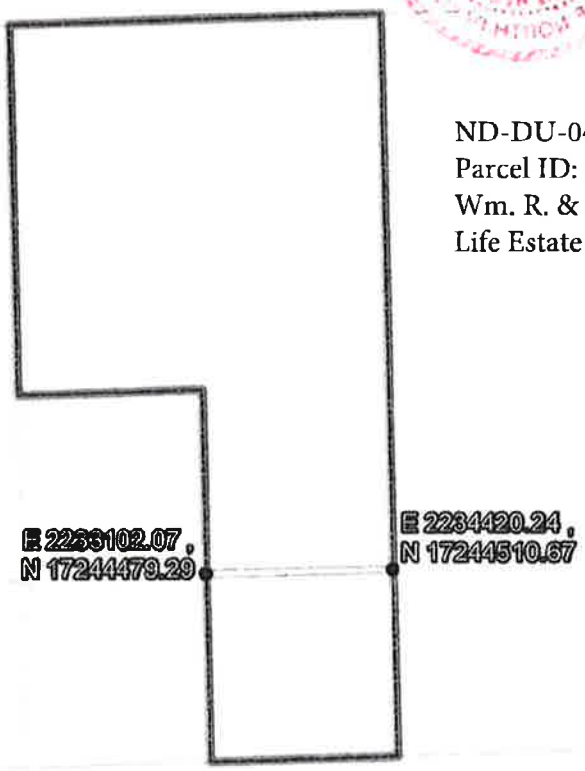
LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

3077721
PIPELINE EASEMENT $40.00 Page: 10 of 11
Lisa Guenther, Dunn County Recorder 9/25/2015 12:55 PM
By _____

Exhibit A

DUNN COUNTY, ND
S025-R094W-T146N





ND-DU-047.000
Parcel ID: 011082000
Wm. R. & Connie Connolly
Life Estate

ROW Length: 1318.55 Ft. = 80 Rods
Proposed Permanent Easement: 1.51 Ac.
Temp Easement/ Workspace: 3.03 Ac.
Add Temp Easement/ Workspace: 0 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

Feet
0 2,250

DAKOTA ACCESS, LLC
An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
Wm. R. & Connie Connolly Life Estate

Tract No.: ND-DU-047.000

- Entry & Exit Points
- Property Boundaries
- Proposed Permanent Easement
- Temporary Easement - Workspace
- Additional Temporary Easement - Workspace
- Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

_____

Date Exported: Friday, November 07, 2014 4:32:54 PM

DUNN COUNTY RECORDER SEAL VALID IN RED INK STATE OF NORTH DAKOTA

PIPELINE EASEMENT $34.00
Lisa Guenther, Dunn County Recorder
By P. Hendricks Deputy

3078447
Page: 1 of 9
12/1/2015 12:44 PM

Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-048.000
PARCEL ID: 01-1080-000, 01-1081-000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 10-26, 2015, is between David Bice and Gale D. Bice, whose mailing address is 28 Highway 22, Killdeer, ND 58640 (hereinafter referred to as "Grantor", whether one or more), and Dakota Access, LLC whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities described as facilities directly necessary and related to operation and maintenance of the Pipeline , in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 320 acres of land, more or less, situated in the E½ of Section 25, Township 146 North, Range 94 West of the 5th P.M., County of Dunn, State of North Dakota, more particularly described in Quit Claim Deed dated March 12, 2010, from David Bice, a/k/a Duane David Bice and Gale D. Bice, husband and wife, to David Bice and Gale D. Bice, as tenants in common, recorded under Document Number 3042140, Office of the Recorder, Dunn County, North Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement unless otherwise indicated on Exhibit A-I or in the event Grantee does not provide Exhibit A-I, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-I to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. Appurtenant facilities shall be defined for the purposes of this Easement Agreement as any facilities directly necessary for the construction, operation and maintenance of the Pipeline and specifically excludes any hazardous waste storage and residential housing of any kind. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Construction shall commence within three (3) years after receipt of all permits necessary to construct the pipeline. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Grantee agrees to bury and locate the above referenced thirty (30) inch pipeline not less than four (4) feet below the surface of the land.

3. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. However, Grantee shall make reasonable effort to mitigate damages to and restore any water sources on the land including, but not limited to, lakes, ponds, streams, rivers, springs, or wells.

4. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to the construction, operation and maintenance of the Pipeline, to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely

PIPELINE EASEMENT $34.00
Lisa Guenther, Dunn County Recorder
By _____
3078447
Page: 2 of 9
12/1/2015 12:44 PM

located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance. Any Access Easements will be, where possible, located on existing roads, paths or trails and the Pipeline Easement and may not otherwise be located across cultivated land. Grantee shall be responsible for all improvements and maintenance on said Access Easements at their sole expense for so long as they should use said Access Easements. Once Grantee has stopped using these Access Easements, said Access Easements shall be left for the use of the Grantor. After the pipeline has been fully constructed, Grantor, their tenants, agents, successors and assigns and anyone with their permission may use and travel upon these Access Easements; provided, however, the entity causing any damages to the Access Easement shall be solely responsible for the immediate repair of such damages.

5. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline. Grantor reserves the right to seek reimbursement for any post construction damages, surface or otherwise, to property located outside of the boundaries of the easements at any time thereafter. Grantee shall additionally compensate Grantor for any damages outside of the designated Easement Areas which are a direct result of Grantee's actions during construction, or at any other time. The said additional compensation, such as but not limited to crop damage, crop loss, or pasture loss will be at fair market value.

6. During construction of the pipeline and Access Easements, Grantee shall separate the topsoil and subsoil affected by such construction and restore the land so affected back to its original condition. Grantee shall be required to keep the property at all times free and clear of any debris, garbage, and trash. Any rocks 4" or greater in diameter dug up or removed on cultivated or non-cultivated land must be stock piled adjacent to the boundaries of the Pipeline Easement in a separate area on non-cultivated land designated by the Grantor.

7. Grantee shall use standard engineering practices for regularly monitoring pipeline integrity. In case of an emergency, Grantee shall notify Grantor of the emergency and appropriate response plan.

8. Grantee shall adhere to all applicable state, federal, administrative, and local statutes and regulations, including environmental statutes and regulations, in the building, operating, and maintenance of this Pipeline and any appurtenant facilities related thereto.

9. Grantee, its agents, successors, assigns, employees, etc. shall be expressly prohibited from hunting, fishing, camping, or participating in any type of recreation on the land and Easement Areas.

10. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement. Grantee shall reclaim and maintain the Easement Areas after construction, seeding grass, filling in any cave-ins, restoring any wind and/or water erosion, and shall spray and control noxious weeds as may be provided in the North Dakota Reclamation regulations established for Grantee's Pipeline. Said reclamation needs to be completed within a reasonable period after completion of construction of said Pipeline as provided in said reclamation regulations. Should Grantee fail to reclaim or maintain the Easement Areas after receipt of not less than sixty (60) days prior notice unless a force majeure event requires a longer period, Grantor may arrange and pay for such reclamation or maintenance and Grantee shall be responsible to reimburse Grantor for such actual expense.

PIPELINE EASEMENT $34.00
Lisa Guenther, Dunn County Recorder
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11. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

12. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

13. Grantee has the right to trim and/or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successor and assigns, as may be necessary to prevent possible interference with the rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

14. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

15. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor 's Property cannot stray from the fenced pastures.

16. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

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17. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees. Grantee shall indemnify, defend and hold harmless Grantor from any and all claims, demands, cause of action, or liability for damages, loss or injuries that may arise out of the negligent acts or omissions of Grantee in carrying out its operations on the land. Grantor shall not be responsible, nor be held liable in any way, for the environmental problems or damages created by, or resulting from the negligent acts or omissions of Grantee in carrying out its operations upon said lands. Grantee agrees to comply with all federal, state and local regulations. Grantee agrees to indemnify and hold harmless the Grantor from any and all environmental liability, claims, and/or damages caused by the negligent acts or omissions of Grantee in carrying out its maintenance, construction or operations. Grantee shall pay any and all costs of environmental remediation to remediate those environmental damages so caused by Grantee.

18. Should Grantee fail to lay a Pipeline within five (5) years from the date that Grantee has acquired all permits necessary to construct the Pipeline, the Easement is considered abandoned, and said Easement is terminated. If a Pipeline is constructed on said Easement, but no permissible substance, as specified within this Agreement, has flowed through said Pipeline at any time for a period of two (2) years, said Pipeline is considered abandoned, the Easement is terminated, and the Grantee must remove any and all pipeline structures and appurtenant facilities erected upon said Easement premises, and the reclamation provisions of the North Dakota Reclamation regulations established for Grantee's pipeline and time lines therein shall govern.

19. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in force for a period of 99 years, and provisions of this Agreement, including all benefits and burdens, shall run with the land for that term, unless terminated pursuant to the terms set forth herein. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

20. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party , the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

21. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws. The parties agree that any legal dispute shall be venued in the Southwest Judicial District of North Dakota State District Court, County of Dunn.

22. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

23. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

24. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

PIPELINE EASEMENT $34.00
Lisa Guenther, Dunn County Recorder
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EXECUTED this 26 day of October, 2015.

GRANTOR:

David Bice

David Bice

ACKNOWLEDGMENT

State of NORTH DAKOTA)
)ss
County of Stark)

BEFORE ME, the undersigned authority, on this day personally appeared David Bice, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26th day of October, 2015.

CHARLES J. PETERSON
Notary Public
State of North Dakota
My Commission Expires October 26, 2019

Notary Public

My Commission Expires: 10-26-19

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EXECUTED this 26 day of October, 2015.

GRANTOR:

Gale D. Bice

Gale D. Bice

ACKNOWLEDGMENT

State of NORTH DAKOTA)
)ss
County of Stark)

BEFORE ME, the undersigned authority, on this day personally appeared Gale D. Bice, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26th day of October, 2015.

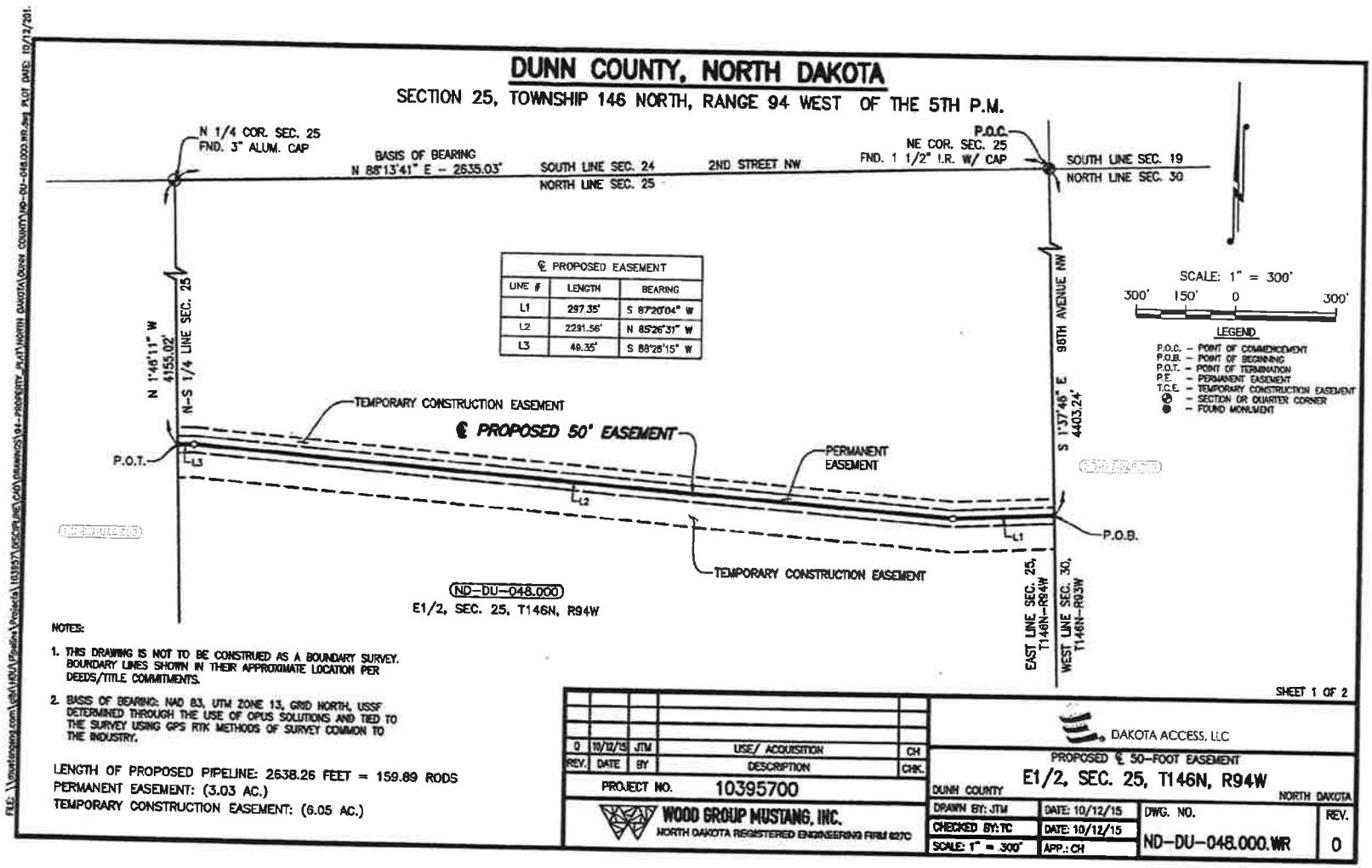
CHARLES J. PETERSON
Notary Public
State of North Dakota
My Commission Expires October 26, 2019

Notary Public

My Commission Expires: 10-26-19

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EXHIBIT A



NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 13, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.

LENGTH OF PROPOSED PIPELINE: 2638.26 FEET = 159.89 RODS
PERMANENT EASEMENT: (3.03 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (6.05 AC.)

SHEET 1 OF 2

REV.	DATE	BY	DESCRIPTION	CHK.
0	10/12/15	JTM	USE/ ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM #27C

DAKOTA ACCESS, LLC

PROPOSED ℄ 50-FOOT EASEMENT
E1/2, SEC. 25, T146N, R94W
DUNN COUNTY NORTH DAKOTA

DRAWN BY: JTM	DATE: 10/12/15	DWG. NO.	REV.
CHECKED BY: TC	DATE: 10/12/15	ND-DU-048.000.WR	0
SCALE: 1" = 300'	APP.: CH		

FILE: \\matdenvg.com\gis\HOU\Pipeline\Projects\103957\DISCIPLINES\CAD\easements\94-PROPERTY_PLAT\NORTH DAKOTA\DUNN COUNTY\ND-DU-048.000.WR.dwg PLOT DATE: 10/12/201-

PIPELINE EASEMENT $34.00
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By _____

DUNN COUNTY, NORTH DAKOTA

SECTION 25, TOWNSHIP 146 NORTH, RANGE 94 WEST OF THE 5TH P.M.

Commencing at a 1 1/2 inch iron rod w/cap found at the Northeast corner of the East Half (E 1/2) of Section 25; thence S01°37'46"E 4403.24 feet along the East line of said Section 25 to the Point Of Beginning. Thence S87°20'04"W 297.35 feet; thence N85°26'31"W 2291.56 feet; thence S88°26'15"W 49.35 feet along the centerline of said permanent easement to the Point of Termination in the West line of the East Half of said Section 25 from which a 3 inch aluminum cap found at the North Quarter corner of said Section 25 bears N01°46'11"W 4155.02 feet. Said permanent easement contains 3.03 acres, more or less.

SHEET 2 OF 2

REV.	DATE	BY	DESCRIPTION	CHK.
0	10/12/15	JTM	USE/ACQUISITION	CH

PROJECT NO. 10395700

WOOD GROUP MUSTANG, INC.
NORTH DAKOTA REGISTERED ENGINEERING FIRM 6276

DAKOTA ACCESS, LLC

PROPOSED 50-FOOT EASEMENT
E1/2, SEC. 25, T146N, R94W
DUNN COUNTY NORTH DAKOTA

DRAWN BY: JTM	DATE: 10/12/15	DWG. NO.	REV.
CHECKED BY: TC	DATE: 10/12/15	ND-DU-048.000.WR	0
SCALE: N.T.S.	APP.: CH		

FILE: \\mustangnas.com\data\HOU\Projects\103957\LOCDPLANS\CAD\DRAWINGS\94-PROPERTY_PLAT\NORTH DAKOTA\DUNN COUNTY\ND-DU-048.000.WR.dwg PLOT DATE: 10/12/2015 BY: MIKALEK, MIKE

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PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By _____

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Prepared by and Return to:
Micah Rorie, Dakota Access, LLC, 2403 East Thayer Avenue, Bismarck, ND 58501, (701) 660-3835

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: ND-DU-049.000
PARCEL ID: 010791000, 010792000
COUNTY: Dunn

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated 27 March, 2015, is between **Ralph Howard and Patricia Howard, as joint tenants and not as tenants in common,** whose mailing address is **9479 Main Street Northwest, Dunn Center, ND 58626** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty** inches (**30**") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

All that certain lot, tract or parcel of land, containing 154.600 acres more or less, being Lot 3 and Lot 4 and the East half of the Southwest Quarter (El/2SW1/4), and the Southeast Quarter (SE1/4) in Section 30, Township 146 North, Range 93 West, Dunn County, North Dakota, and as more particularly described in Warranty Deed- Individual to Joint Tenants dated, October 14, 1981 from Harold L. Howard and E. Verne Howard, husband and wife, to Ralph J. Howard and Patricia Howard, as joint tenants and not as tenants in common, recorded on October 23, 1981 in Recorder's File No. 147650; Book 86, page 733 in Dunn County Recorder's Office, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

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Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

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4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the

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Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of North Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

RH
plr

PIPELINE EASEMENT $31.00
3076040
Page: 4 of 8
Lisa Guenther, Dunn County Recorder 5/6/2015 1:44 PM
By _____

EXECUTED this 27 day of March, 2015.

GRANTOR:

Ralph Howard

Ralph Howard

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared Ralph Howard, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27 day of March, 2015.

Laird Scheer

Notary Public

My Commission Expires: 10/15/2020

LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

RH
pek

PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By _____

3076040
Page: 5 of 8
5/6/2015 1:44 PM

EXECUTED this 27 day of March, 2015.

GRANTOR:

Patricia Howard

ACKNOWLEDGMENT

(Individual)

State of North Dakota)
)ss
County of Dunn)

BEFORE ME, the undersigned authority, on this day personally appeared Patricia Howard, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27 day of March, 2015.

Laird Scheer
Notary Public

My Commission Expires: 10/15/2020

LAIRD SCHEER
Notary Public
State of North Dakota
My Commission Expires Oct. 15, 2020

PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By _____

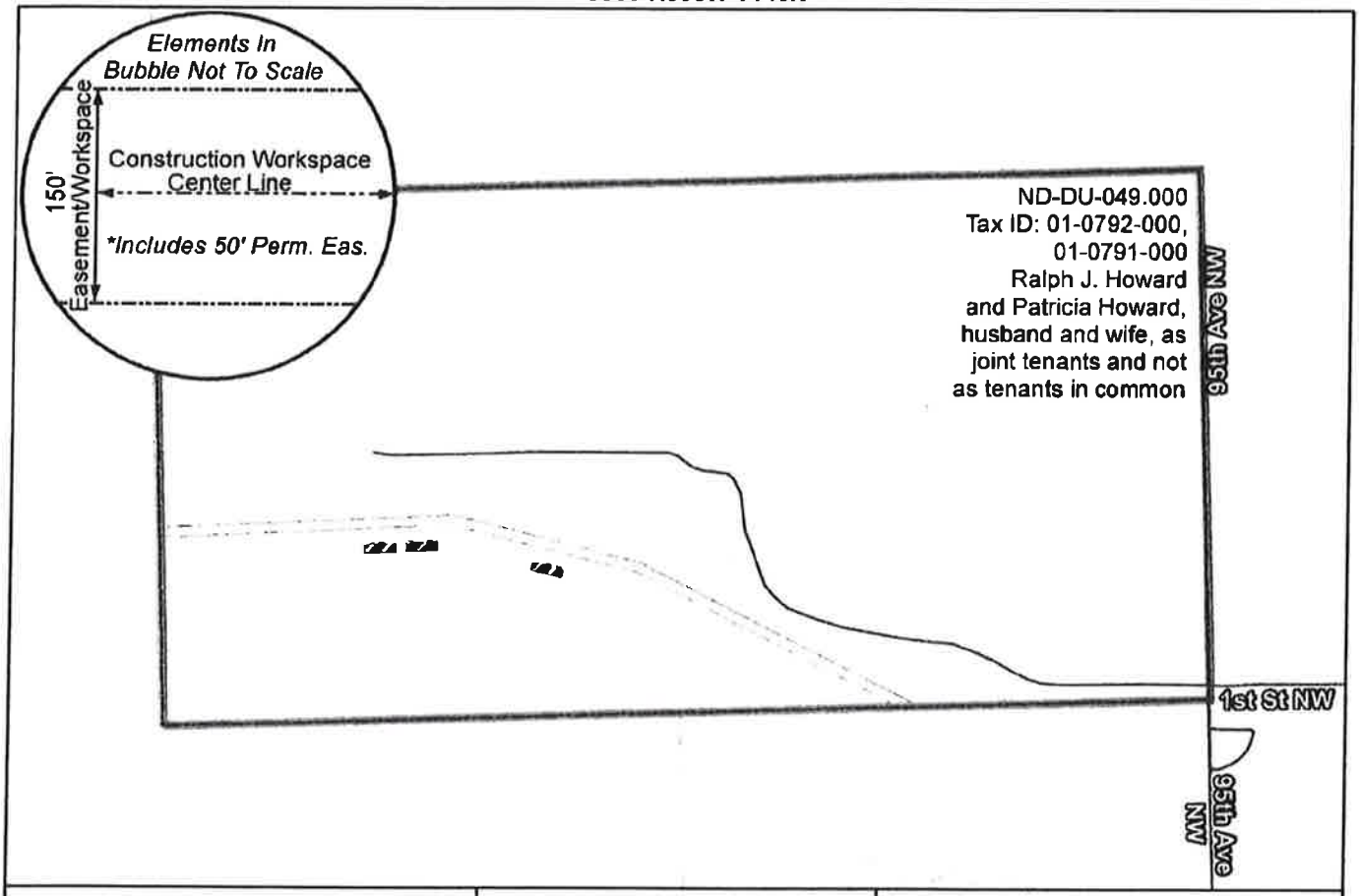
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PIPELINE EASEMENT $31.00
Lisa Guenther, Dunn County Recorder
By _____

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Exhibit A

DUNN COUNTY, ND
S030-R093W-T146N



ROW Length: 3925.7 Ft. = 237.92 Rods
Proposed Permanent Easement: 4.51 Ac.
Temp Easement/ Workspace: 8.25 Ac.
Add Temp Easement/ Workspace: 0.52 Ac.

Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 13N

N

0 Feet 1,000

DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across: Ralph J. Howard and Patricia Howard, husband and wife, as joint tenants and

Tract No.: ND-DU-049.000

Property Boundaries
Proposed Permanent Easement
Temporary Easement - Workspace
Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

RH plh
Landowner Initials

Date Exported: Monday, March 23, 2015 5:04:47 PM