



Return to: 495748
CONTRACT LAND STAFF County Recorder
113 E BROADWAY McKenzie County
WILLISTON ND 58801 Watford City ND 58854
COUNTY RECORDER, MCKENZIE COUNTY, ND Page 1 of 11

I certify that this instrument was filed and recorded, 495748
Ann M Johnsrud, County Recorder Fee \$37.00

By Ann M Johnsrud Sep 21, 2016 01:24 PM

(Space above this line for recording purposes only)

FIRST AMENDMENT TO SURFACE EASEMENT

This First Amendment to Surface Easement, dated effective as of September A, 2016 (this "**Amendment**") is entered into by and between Matt D. Iverson and Scott J. Iverson in their capacities as trustees of the Dedrick and Janice Iverson Farm Trust u/a dated September 9, 2016 (collectively, "**Successor Grantor**") and NST Express, LLC, a Delaware limited liability company and its successors and assigns ("**Grantee**").

Grantee entered into a Surface Easement (the "**Easement Agreement**") with Dedrick M. Iverson and Janice E. Iverson, husband and wife (collectively, "**Original Grantor**"), which was signed by Original Grantor on December 8, 2015 and by Grantee on March 16, 2016, relating to the real property described as follows (the "**Easement Area**"):

A tract of land 25 feet by 40 feet in East half of the Southwest quarter of Section 1, Township 151 North, Range 103 West of the 5th principal meridian, McKenzie County, North Dakota

Original Grantor has conveyed the property, which includes the Easement Area, to Successor Grantor.

Successor Grantor, as successor to Original Grantor, and Grantee desire to expand the Easement Area, modify the height limitation, and otherwise supplement, modify or confirm certain provisions of the Easement Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Successor Grantor and Grantee agree that the above recitals are true and correct in all material respects, and further agree as follows:

1. The Easement Area is hereby expanded to encompass the land described on attached Exhibit A.
2. Grantee shall have the right to install and use within the Easement Area: meters, probers, pumps, control valves, piping, foundations, fencing, electrical equipment, including, but

Parcel No. 21-00-00400

Grantor: Dedrick and Janice Iverson Farm Trust

not limited to, transformer(s) and a motor control center (MCC) building, a fifty (50) foot wide access road, and all associated equipment and appurtenances.

3. Notwithstanding anything to the contrary contained in the Easement Agreement, Grantee agrees no structure will exceed a height of thirty (30) feet. Further, Grantee agrees that, following construction of the appurtenances on the site plan attached as Exhibit B, no structure will be installed that exceeds the height of the tallest structure within the Easement Area. Grantee shall notify Successor Grantor in writing of the maximum height of the tallest structure within the Easement Area within thirty (30) days of completing construction of the appurtenances on Exhibit B.

4. In consideration of the foregoing, Grantee shall pay Successor Grantor the amount set forth on Exhibit C attached hereto and incorporated by reference. Exhibit C will be removed prior to recording, which removal shall not affect the validity of this document.

5. Successor Grantor reserves all oil, gas, and minerals on and under said lands.

6. Grantee shall take all practicable steps to control and eliminate erosion and washouts on Successor Grantor's land adjacent to the Easement Area caused by Grantee's construction and operations within the Easement Area. If erosion or washouts occur on Successor Grantor's adjacent land, Grantee agrees to promptly restore the affected area to its immediately prior condition, to the extent practicable and weather and soil conditions permitting, following receipt of written notice from Successor Grantor of the erosion or washout. This requirement is not intended to release Grantee from any more stringent requirements set by law and/or governmental agencies.

7. To the maximum extent permitted by Law, Successor Grantor and Grantee shall each indemnify the other from and against all actions, claims, causes of action, costs, demands, damages, expenses, fines, lawsuits, liabilities, losses, and obligations (collectively, "**Liabilities**"), including attorneys' fees incurred in the defense of any Liabilities caused by the indemnifying party in its exercise of its rights under this Agreement in connection with: (i) bodily injury (including death) of any person and (ii) damage to property, to the extent that such Liabilities have been caused by the negligence or willful misconduct of the indemnifying party.

8. Grantee shall make payment within ten (10) days after this Agreement has been signed by all parties. This Agreement shall not be placed of record with the County Recorder until full and final payment has been made. If, following completion of construction, Successor Grantor obtains an as-built survey showing that Grantee's facilities are located outside of the Easement Area described in the attached Exhibit A, then Grantee shall pay the proportionate share of the agreed upon per acre true-up payment set forth in the attached Exhibit C for the additional acreage upon which Grantee's facilities are located. In addition, Exhibit A, depicting the Easement Area, shall be replaced with an as-built survey. As set forth above, Exhibit C will be removed prior to recording, which removal shall not affect the validity of this document.

9. Notwithstanding anything to the contrary contained in the Easement Agreement, the term of the easement is seventy-five (75) years from the effective date of this Amendment.

Parcel No. 21-20-20400

Grantor: Redtek and Janice Furness Trust

10. Except as expressly set forth herein, the Easement Agreement remains in full force and effect. In the event of a conflict between the Easement Agreement and this Amendment, this Amendment shall prevail. If not defined herein, all capitalized terms used in this document shall have the meaning ascribed to them in the Easement Agreement, unless the context otherwise requires.

The remainder of this page is intentionally blank.

Parcel No. 21-02-00400

Grantor: Dedrick and Janice Tieszen For a Trust

EXHIBIT "A"

SECTION 1, TOWNSHIP 151 NORTH, RANGE 103 WEST, 5TH P.M.
 MCKENZIE COUNTY, NORTH DAKOTA

TOTAL AREA: 3.35 ACRES OR 145873 SQUARE FEET

SITE LOCATED ON

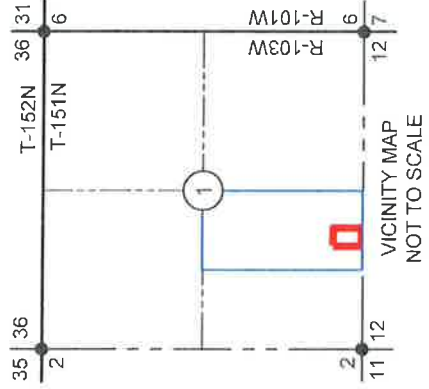
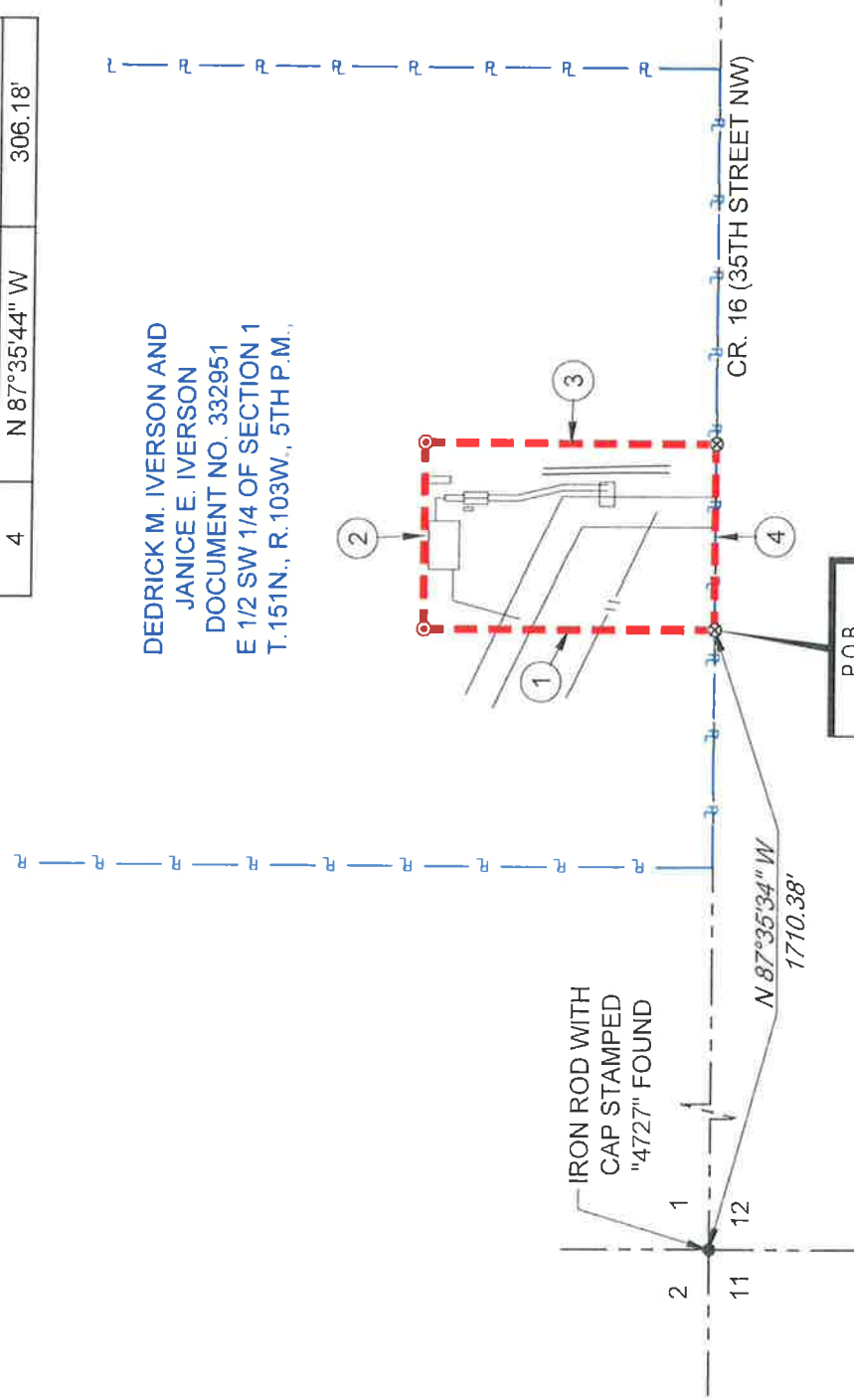
SECTION 1, T-151-N, R-103-W

DEDRICK M. IVERSON AND JANICE E. IVERSON

SCALE: 1" = 300'
 0' 150' 300'

LINE	BEARING	DISTANCE
1	N 02°24'19" E	476.42'
2	S 87°35'44" E	306.18'
3	S 02°24'19" W	476.42'
4	N 87°35'44" W	306.18'

DEDRICK M. IVERSON AND
 JANICE E. IVERSON
 DOCUMENT NO. 332951
 E 1/2 SW 1/4 OF SECTION 1
 T.151N., R.103W., 5TH P.M.,



William Eric Baze, L.S. No. 9690
 SURVEYED ON THE GROUND: July 12, 2016
 Field note description of even date accompanies this plat.

REVISION:	
FL	8/17/16
DATE:	07/18/2016
FILE:	EP-EXPRESS-SEC-01-5TH-103W-NR-01A
DRAWN BY:	CAR
SHEET:	1 OF 3

SEE PAGE 2 FOR
 NOTES, AND LEGEND



1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
 TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
 NORTH DAKOTA FIRM REGISTRATION # 1484 LS
 WWW.TOPOGRAPHIC.COM

EXHIBIT "A"

SECTION 1, TOWNSHIP 151 NORTH, RANGE 103 WEST, 5TH P.M.
MCKENZIE COUNTY, NORTH DAKOTA

TOTAL AREA: 3.35 ACRES OR 145873 SQUARE FEET
SITE LOCATED ON

SECTION 1, T-151-N, R-103-W

DEDRICK M. IVERSON AND JANICE E. IVERSON

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. ALL BEARINGS, DISTANCES, ACREAGES AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, INTERNATIONAL FEET, NORTH AMERICAN DATUM 1983.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY NORTHSTAR MIDSTREAM. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
5. P.O.B. = POINT OF BEGINNING

LEGEND

- TOWNSHIP/RANGE LINE
- SECTION LINE
- QUARTER SECTION LINE
- SURVEYED BASELINE
- TRACT BORDER
- EXISTING PIPELINE
- IRON ROD FOUND
- IRON ROD SET
- NAIL SET



William Eric Baze, L.S. No. 9690
SURVEYED ON THE GROUND: July 12, 2016
Field note description of even date accompanies this plat.

NORTHSTAR EXPRESS	REVISION:	
	INT	DATE
DATE: 07/18/2016	FL	8/17/16
FILE: EP_INT_EXPRESS_SEC_01_151N_103W_IVERSON_REV_A		
DRAWN BY: CAR		
SHEET: 2 OF 3		

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
NORTH DAKOTA FIRM REGISTRATION # 1484 LS
WWW.TOPOGRAPHIC.COM

S:\SURVEYOR\HDS\FAC_CAD\BUS_TRANSPORT_EXPRESS\PLAT_PRODUCT\SEP_INT_151N_103W_IVERSON_REV_A.dwg 8/17/2016 10:00:02 AM rmmntr

EXHIBIT "A"

MCKENZIE COUNTY, NORTH DAKOTA
3.35 ACRE DESCRIPTION
NORTHSTAR EXPRESS

DEDRICK M. IVERSON AND JANICE E. IVERSON

August 17, 2016
Sheet 3 of 3

A 3.35 acre site as shown on Sheet 1 of 3 of this Exhibit "D-1", being situated in Section 1, Township 151 North, Range 103 West, 5th P.M., McKenzie County, North Dakota, said 3.35 acre site being more particularly described as follows:

BEGINNING (P.O.B. X=1156714.71, Y=353285.26) at a 60D nail set in County Road 16, on the South line of said Section 1, for the Southwest corner of this site, from which an iron rod with cap stamped "4727" found for the Southwest corner of said Section 1, being the common corner of Sections 1, 2, 11, and 12, Township 151 North, Range 103 West, bears:
North 87°35'34" West, a distance of 1,710.38 feet;

THENCE North 02°24'19" East, a distance of 476.42 feet to a 1/2-inch iron rod with cap stamped "LS-9690" set for the Northwest corner of this site;

THENCE South 87°35'44" East, a distance of 306.18 feet to a 1/2-inch iron rod with cap stamped "LS-9690" set for the Northeast corner of this site;

THENCE South 02°24'19" West, a distance of 476.42 feet to a 60D nail set in County Road 16, on the South line of said Section 1, for the Southeast corner of this site;

THENCE North 87°35'44" West, along said County Road 16 and the South line of said Section 1, a distance of 306.18 feet to the POINT OF BEGINNING and containing 3.35 acres or 145,873 square feet.

All bearings, distances, acreages and coordinate values contained herein are grid, based upon the North Dakota State Plane Coordinate System, North Zone, of the North American Datum 1983, in International Feet. Plat of even date accompanies this field note description.

Topographic Land Surveyors
ND Firm Registration # 1484 LS
1400 Everman Parkway
Suite 197
Fort Worth, TX 76140



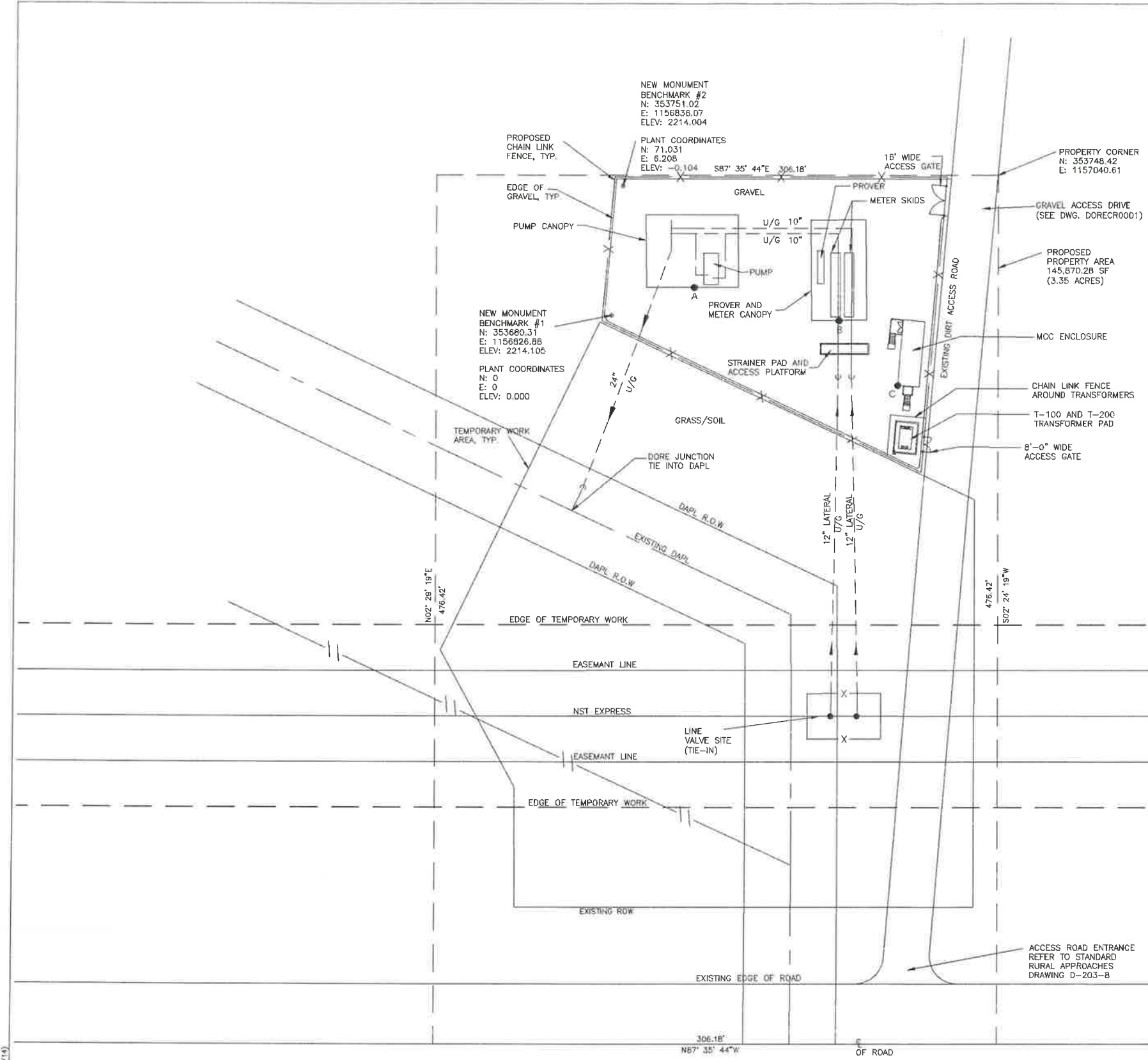
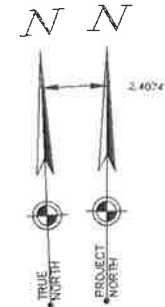
William Eric Baze, L.S. No. 9690
SURVEYED ON THE GROUND: July 12, 2016

EXHIBIT B
Site Plan

County Recorder
McKenzie County
Watford City ND 58854

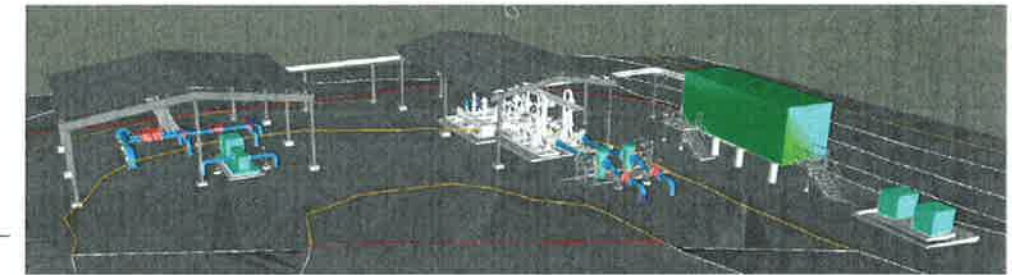
495748

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Point	EI. Top of Steel *	EI. Grade *	Height Above Grade
A	22' - 6 1/2"	0' - 3 7/8"	22' - 2 5/8"
B	21' - 4 1/2"	0' - 2 1/2"	21' - 2"
C	17' - 6 1/8"	0' - 2 1/2"	17' - 3 5/8"

* Denotes Plant Coordinates



/P2014/FORMAT (02/13/14)

CSD ENGINEERS
PROJECT NUMBER: 20-2402

4				
3				
2				
1				
0	ISSUE FOR BID	TEE	EWP	
		8/26/16	8/26/16	
NO LOC	DESCRIPTION OF REVISION	BY	DATE	DATE
WORK ORDER NO.				
NST EXPRESS				
CIVIL DORE JUNCTION ARRANGEMENT PLAN MCKENZIE COUNTY, NORTH DAKOTA				
DRAWN:	JLR	AS NOTED	DATE:	
APPROVED:	CHECKED:	NO.	DATE	REV
		NO. DORECA0001		0