

September 15, 2021

Via Electronic Mail & Hand Delivery

Adam Renfandt
Analyst, Public Utilities Division
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480
arenfandt@nd.gov
ndpsc@nd.gov

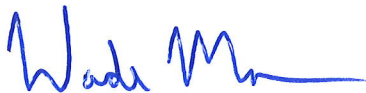
In re: Denbury Green Pipeline-North Dakota, LLC
12-Inch Carbon Dioxide Pipeline
Bowman & Slope Counties
Case No. PU-19-294
Our File No. 025331-000058

Dear Mr. Renfandt:

Please find enclosed for filing the original and eight copies of the Certification Relating to Route Adjustments in the captioned matter. Also enclosed is a flash drive containing the related GIS files.

If you have any questions, please feel free to contact me. Thank you.

Sincerely,



Wade C. Mann

WCM/lh
Enc.

cc: Rusty Shaw (via email w/enc.)
Forrest Hudson (via email w/enc.)

STATE OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION

**Denbury Green Pipeline – North Dakota, LLC
12-Inch Carbon Dioxide Pipeline – Slope and Bowman Counties
Siting Application**

Case No. PU-19-0294

CERTIFICATION RELATING TO ROUTE ADJUSTMENTS

STATE OF TEXAS)
) ss.
COUNTY OF COLLIN)

David Sheppard, being first duly sworn upon oath, states and alleges as follows:

1. I am the Senior Vice President of Operations for Denbury Green Pipeline – North Dakota, LLC (“Denbury”), with authority to bind Denbury to the following and hereby certify as to the following.

2. Through this Certification, Denbury hereby provides the Commission with written notice of its adjustments to the Denbury CHSU Lateral Carbon Dioxide (CO₂) Pipeline Project route in accordance with N.D.C.C. § 49-22.1-15(3).

3. On April 1, 2020, the North Dakota Public Service Commission (the “Commission”) issued Findings of Fact, Conclusions of Law and Order (“Order”) granting Denbury Certificate of Corridor Compatibility No. 215 and Route Permit No. 225 designating a corridor and route (the “Designated Corridor” and the “Designated Route,” respectively) for the Project.

4. Since issuance of the Order, Denbury started construction of the Project and identified seven areas where changing the pipeline location and adding additional temporary workspace (“ATW”) areas outside of the Designated Corridor (“route adjustments”) will be required to accommodate pipeline construction.

5. The attached Exhibit A describes the route adjustments being made pursuant to N.D.C.C. § 49-22.1-15(3). For each route adjustment, Exhibit B identifies: (a) the reason for the adjustment; (b) whether the adjustment is within or outside of the Designated Corridor; (c) the total length of the adjustment; and (d) the length of the adjustment outside of the Designated Corridor. Maps depicting the Designated Corridor and Designated Route, and each route adjustment, are attached hereto as Exhibit C.

6. For the route adjustments being made pursuant to N.D.C.C. § 49-22.1-15(3), SWCA Environmental Consultants (“SWCA”) natural resource specialists previously field-surveyed and cleared those portions of the Designated Route of resources, and review of the proposed route adjustments via aerial imagery interpretation indicated that further field surveys for these minor route adjustments were not warranted, as documented in Exhibit D attached hereto.

7. For the route adjustments being made pursuant to N.D.C.C. § 49-22.1-15(3), SWCA paleontological specialists previously field surveyed and cleared those portions of the Designated Route of resources and, due to the lack of bedrock exposures at the route adjustment locations, it was determined that additional pedestrian surveys were not needed for these minor route adjustments, as documented in Exhibit E attached hereto.

8. For the route adjustments and new or expanded ATW areas being made pursuant to N.D.C.C. § 49-22.1-15(3), SWCA archeologists conducted file searches and reviewed cultural resources data within 0.5-mile of the proposed route adjustments on July 13, 2021, with pedestrian surveys of the proposed route adjustments conducted on July 15, 2021, for a 100-foot-wide survey corridor for portions of the proposed route adjustments that were outside of the Designated Corridor. The files searches determined that no previously identified cultural resources are within or near the proposed route adjustments and because previous surveys had not covered portions of

the proposed route adjustments, it was determined that pedestrian surveys of those areas would be in order. The pedestrian surveys did not discover any cultural sites or isolates and observations of the survey areas indicated low potential to moderate potential for buried cultural deposits, as documented in the Class III Inventory report, attached hereto as Exhibit F.

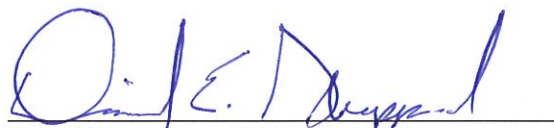
9. No N.D.C.C. § 49-22.1-15(3) route adjustment is longer than one and one-half miles outside of the Designated Corridor (see Exhibit B and Exhibit C).

10. Project construction activities for the N.D.C.C. § 49-22.1-15(3) route adjustments will not affect any known exclusion or avoidance areas within or outside of the Designated Corridor.

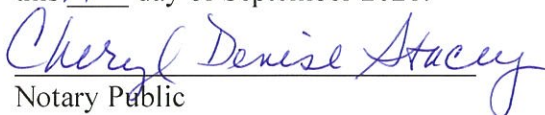
11. Denbury will comply with the Commission's April 1, 2020, Order, laws, and rules designating the corridor and designating the route.

12. All affected landowners have executed easements allowing Denbury to construct the Project along the route adjustments, as documented in Exhibit G attached hereto. No owner of real property on which a route adjustment outside of the Designated Corridor is to be located and no applicable governmental entity with an interest in the same adjustment area oppose the adjustment.

FURTHER AFFIANT SAYETH NOT.


David Sheppard, SVP – Operations

Subscribed and sworn to before me
this 14th day of September 2021.


Notary Public

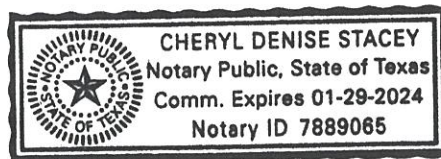


Exhibit A

CHSU Lateral CO₂ Pipeline SWCA Route Adjustment Summary



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August 30, 2021

Rusty Shaw
Denbury Green Pipeline – Montana, LLC
5851 Legacy Circle, Suite 1200
Plano, Texas 75024

Re: CHSU Lateral CO₂ Pipeline Project, Bowman County, North Dakota: Route Adjustments and Additional Temporary Workspaces

Dear Mr. Shaw:

SWCA Environmental Consultants (SWCA) provides this letter in support of the Denbury Green Pipeline – Montana, LLC (Denbury), route adjustments filing for the Cedar Hills South Unit (CHSU) Lateral Carbon Dioxide (CO₂) Pipeline Project (Project) in Bowman County, North Dakota. On April 1, 2020, the North Dakota Public Service Commission (NDPSC) issued Findings of Fact, Conclusions of Law and Order, granting Denbury Certificate of Corridor Compatibility No. 215 and Route Permit No. 225 for a Designated Corridor and a Designated Route, respectively, for the Project. It is SWCA's understanding that at the start of Project construction, Denbury identified two new utilities and one area with constructability issues that will require two route adjustments outside of the Designated Corridor as well as new and existing additional temporary workspaces (ATWs) that will extend beyond the Designated Corridor, at the following locations.

- Route Adjustment No. 1: Milepost 11.25 to Milepost 11.42, 0.18-mile-long reroute.
- Route Adjustment No. 2: Milepost 14.5 to Milepost 15.1, 0.50-mile-long reroute.
- Corridor Adjustment No. 1: Milepost 11.72, ATW 1, approximately 0.115 acre.
- Corridor Adjustment No. 2: Milepost 11.8, ATW 2, approximately 0.115 acre.
- Corridor Adjustment No. 3: Milepost 12.38, ATW 3, approximately 0.115 acre.
- Corridor Adjustment No. 4: Milepost 12.76, ATW 4, approximately 0.115 acre.
- Corridor Adjustment No. 5: Milepost 14.6, ATW 5, approximately 0.059 acre.
- Corridor Adjustment No. 6: Milepost 12.63, ATW 6, approximately 0.086 acre.
- Corridor Adjustment No. 7: Milepost 17.7 to End, ATW 7, approximately 2.580 acres.

SWCA previously conducted natural resources, paleontological resources, and cultural resources desktop analyses and field surveys along the proposed pipeline route, as documented in the Certificate of Corridor Compatibility and Route Permit Application (Application), dated August 7, 2019. As summarized below, SWCA reviewed aerial imagery in the vicinity of the route adjustments and ATW areas and determined that natural resources and paleontological resources field surveys would not be required to assess potential impacts from construction of the reroutes and ATWs, but that cultural resources field surveys

would be required to assess if cultural or historic artifacts would be affected by construction of the route adjustments and the ATWs.

Natural Resources

Natural resources desktop analyses and field surveys were conducted in the immediate vicinity of the route adjustments and ATW expansion areas, as presented in the natural resources report (Attachment 1) included as Appendix D to the Certificate of Corridor Compatibility and Application, submitted as Hearing Exhibit No. 1 (see Docket No. PU-19-294, Item No. 1). As described in Attachment 1, aerial imagery interpretation of the proposed route adjustments and ATW expansion areas did not identify any exclusion or avoidance areas, as defined in North Dakota Administrative Code (NDAC) §69-06-08-02.1 and NDAC §69-06-08-02.2, respectively. Trees and shrubs that meet the NDPSC tree and shrub mitigation requirement may be impacted by the route adjustments and ATW expansions and SWCA recommends that any trees and shrubs removed during construction be documented for inclusion in post-construction tree and shrub mitigation activities.

Paleontological Resources

Paleontological resources desktop analyses and field surveys were conducted in the immediate vicinity of the route adjustments and ATW expansion areas, as presented in the paleontological resources report (Attachment 2) included as Appendix E to the Certificate of Corridor Compatibility and Application, submitted as Hearing Exhibit No. 1 (see Docket No. PU-19-294, Item No. 1). As described in Attachment 2, aerial imagery interpretation and literature reviews of the proposed route adjustments and ATW expansion areas did not identify any bedrock exposures or locality information that would warrant field surveys to determine the presence or absence of significant paleontological resources that would need to be considered by the NDPSC, as required by North Dakota Century Code Chapter 49-22.1-09.9. Additionally, the aerial imagery and literature review did not identify any exclusion or avoidance areas, as defined in NDAC §69-06-08-02.1 and NDAC §69-06-08-02.2, respectively.

Cultural Resources

Class I and Class III cultural resource inventory was conducted in the immediate vicinity of the route adjustments and ATW expansion areas, as presented in the cultural resources report included as Appendix C to the Certificate of Corridor Compatibility and Application, submitted as Hearing Exhibit No. 1 (see Docket No. PU-19-294, Item No. 1). The concurrence letter from the North Dakota State Historical Society (SHSND) for the initial report was included in Appendix F to the Application (see Docket No. PU-19-232, Item No. 1), and the SHSND concurrence letter for evaluation of previously identified site 32BO00245 for listing in the National Register of Historic Places that was filed with the NDPSC on November 12, 2019, was submitted as Hearing Exhibit No. 6 (see Docket No. PU-19-294, Item No. 6). Because the route adjustments and ATW expansion areas are outside of the previous cultural resources survey corridor and the potential for cultural resources to be within these areas, SWCA conducted pedestrian surveys of these areas on July 27, 2021. No cultural resources were identified during the pedestrian surveys within the route adjustments or ATW expansion areas. The Class III cultural resource inventory for these additional areas was submitted to the SHSND for concurrence on the report's "No Significant Sites Affected" determination. The report and the SHSND concurrence letter are included as Attachment 3. The route adjustments and ATW expansion areas will not impact cultural resources.

Based on SWCA's review, the construction activities associated with the route adjustments and ATW areas outside of the Designated Corridor will not affect any known exclusion or avoidance areas, as set forth in NDAC §69-06-08-02.1 and NDAC §69-06-08-02.2, respectively.

If you have any questions or need further information, please contact me by telephone (701) 595-2081 or via email at jdawson@swca.com.

Sincerely,

A handwritten signature in blue ink that reads "Jim W. Dawson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jim Dawson, PG, CHMM
Senior Project Manager

Enclosure: Attachments 1, 2, and 3.

Exhibit B

CHSU Lateral CO₂ Pipeline Route Adjustments Information

ROUTE ADJUSTMENTS

1. **Milepost 11.25 to 11.42:**

Reason: adjustment to avoid recently identified buried utilities.

Total length of route adjustment: 974 feet (0.18 miles).

Length outside the Designated Corridor: 364 feet (0.069 miles).

Direction: route adjustment to the south of the Designated Corridor.

Property: entirely within the Hadley Brothers LLP property (see Exhibit B).

2. **Milepost 11.7 to 11.8:**

Reason: Two new ATW areas required to facilitate HDD bore under railroad.

Total length outside the Designated Corridor: 200 feet (0.038 miles).

Total Area of two new ATWs: 0.46 acres.

Total Area of two new ATWs outside the Designated Corridor: 0.29 acres.

Direction: New ATWs to the south of the Designated Corridor.

Property: Entirely within the Duffield property (see Exhibit B).

3. **Milepost 12.3 to 12.4:**

Reason: New ATW required to facilitate HDD bore under Duffield Road.

Total length outside the Designated Corridor: 100 feet (0.019 miles).

Total Area of new ATW: 0.23 acres.

Total Area of new ATWs outside the Designated Corridor: 0.115 acres.

Direction: New ATW to the south of the Designated Corridor.

Property: Entirely within the Duffield property (see Exhibit B).

4. **Milepost 12.7 to 12.8:**

Reason: New ATW required to facilitate long HDD bore under Little Beaver Creek.

Total length outside the Designated Corridor: 100 feet (0.019 miles).

Total Area of new ATW: 0.23 acres.

Total Area of new ATWs outside the Designated Corridor: 0.115 acres.

Direction: New ATW to the south of the Designated Corridor.

Property: Entirely within the Duffield property (see Exhibit B).

5. **Milepost 14.5 to 15.1:**

Reason: Adjustment to facilitate pipeline construction.

Total length of route adjustment: 2,687 feet (0.51 miles)

Length outside the Designated Corridor: 1,398 feet (0.26 miles).

Direction: Route adjustment to the east of the Designated Route.

Property: entirely within the Fischer property (see Exhibit B).

6. Milepost 14.6:

Reason: Adjustment of two ATWs required by reroute to facilitate pipeline construction (see No. 5 above).

Total length outside the Designated Corridor: 300 feet (0.057 miles).

Total Area of two ATWs: 0.21 acres.

Total Area of new ATWs outside the Designated Corridor: 0.014 acres.

Direction: Adjustment to the east of the Designated Corridor.

Property: Entirely within the Fischer property (see Exhibit B).

7. South of Milepost 17.7:

Reason: New ATW required to facilitate pipeline construction and equipment installation. Expanded area not previously surveyed.

Total length outside the Designated Corridor: 557 feet (0.11 miles).

Total Area of ATW: 2.27 acres.

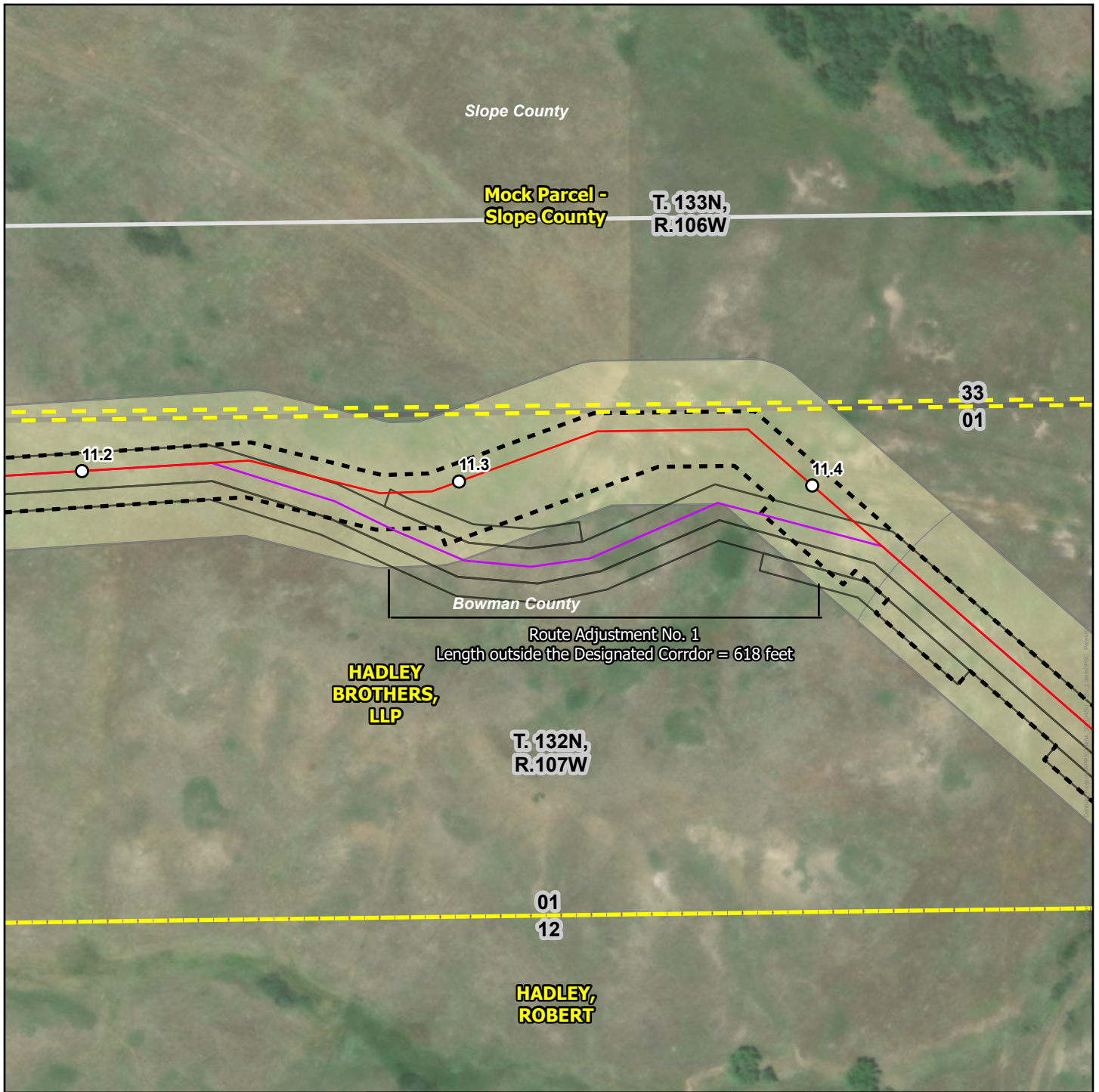
Total Area of new ATW outside the Designated Corridor: 2.27 acres.

Direction: Adjustment to the east and south of the Designated Corridor.

Property: Entirely within the Miller property (see Exhibit B).

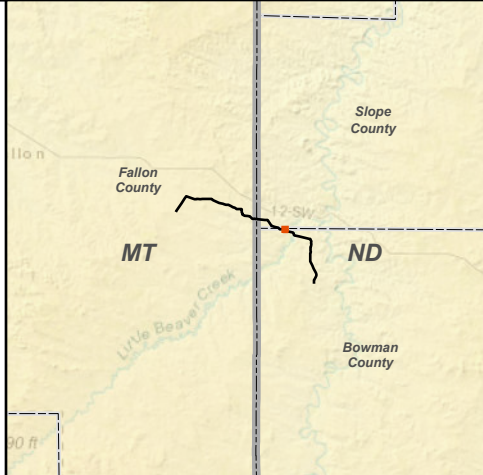
Exhibit C

CHSU Lateral CO₂ Pipeline Route Adjustment Maps



CHSU Lateral Pipeline Proposed Reroute

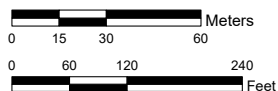
- CHSU Lateral CO2 Pipeline
- Rerouted Pipeline
- Mileposts
- Construction ROW
- Designated Route
- Designated Corridor
- Tract Boundary
- County Boundary
- Township Boundary (PLSS)
- Section Boundary (PLSS)



Cedar Hills South Unit Lateral Project
Proposed Project Change: Reroute

Page 1 of 1

Coordinate System:
 Name: UTM83-13F
 Datum: North American 1983
 Projection: Transverse Mercator
 Page units: Foot US
 Imagery Source: USA NAIP (USDA)



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Date: 8/22/2021



CHSU - Additional Workspace

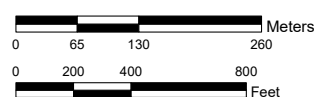
- CHSU Lateral CO2 Pipeline
- Mileposts
- ▭ Construction ROW
- ▭ Designated Route
- ▭ Designated Corridor
- ▭ Tract Boundary
- ▭ County Boundary
- ▭ Township Boundary (PLSS)
- ▭ Section Boundary (PLSS)



Cedar Hills South Unit Lateral Project
Proposed Project Change: Additional Workspace

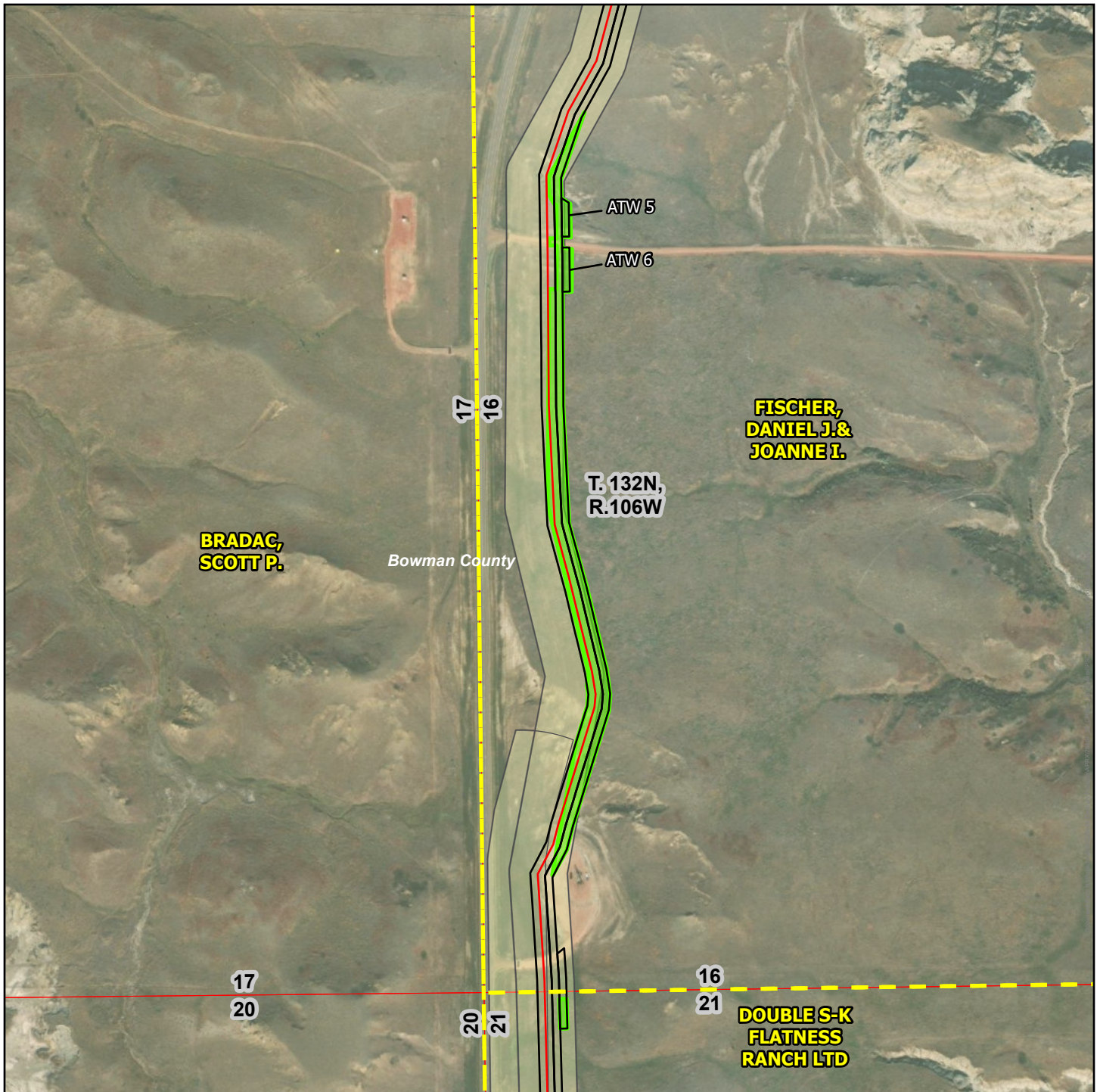
Page 1 of 1

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 Imagery Source: USA NAIP (USDA)



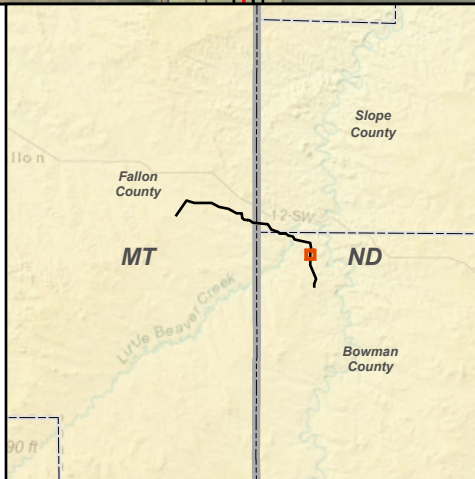
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Date: 8/22/2021



**CHSU Lateral Pipeline
Proposed Reroute**

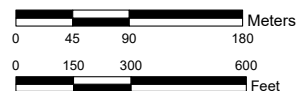
- Pipeline
- Construction ROW
- Route Adjustment
- Designated Corridor
- Tract Boundary
- County Boundary
- Township Boundary (PLSS)
- Section Boundary (PLSS)



Cedar Hills South Unit Lateral Project
Proposed Project Change: Reroute

Page 1 of 1

Coordinate System:
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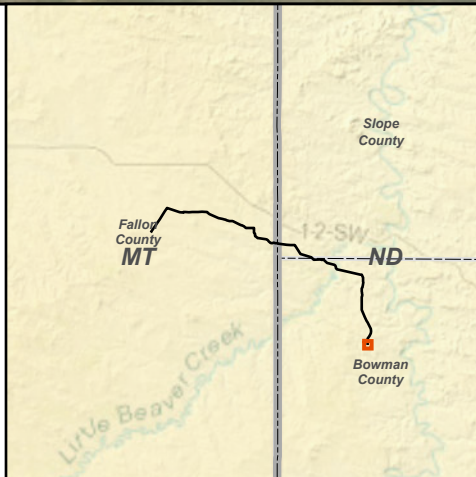
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CHSU - Additional Workspace

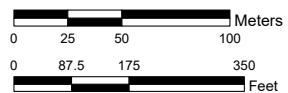
- CHSU Lateral CO2 Pipeline
- Mileposts
- Construction ROW
- Designated Route
- Designated Corridor
- Tract Boundary
- County Boundary
- Township Boundary (PLSS)
- Section Boundary (PLSS)



Cedar Hills South Unit Lateral Project
Proposed Project Change: Additional Workspace

Page 1 of 1

Coordinate System:
 Name: UTM83-13F
 Datum: North American 1983
 Projection: Transverse Mercator
 Page units: Foot US
 Imagery Source: USA NAIP (USDA)



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Date: 8/22/2021

Exhibit D

Natural Resources Technical Memorandum



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August 30, 2021

Rusty Shaw
Denbury Green Pipeline – Montana, LLC
5851 Legacy Circle, Suite 1200
Plano, Texas 75024

**Re: Natural Resources Review of Reroutes and Additional Temporary Workspace Areas
CHSU Lateral CO₂ Pipeline, Bowman County, North Dakota**

Dear Mr. Shaw:

SWCA Environmental Consultants (SWCA) previously conducted natural resources analyses of existing data (i.e., desktop analysis) and field surveys for the proposed Denbury Green Pipeline – Montana, LLC (Denbury) Cedar Hills South Unit (CHSU) Lateral Carbon Dioxide (CO₂) Pipeline Project (Project) in Slope and Bowman Counties, North Dakota (Figure 1). The natural resources studies were documented in the natural resources and wetland delineation report, included as Appendix D to the Consolidated Application for a Certificate of Corridor Compatibility and Route Permit, and Waiver Application, dated August 7, 2019, that was submitted to the North Dakota Public Service Commission (NDPSC). The NDPSC issued Certificate of Corridor Compatibility Number 215 and Route Permit Number 225 (i.e., Designated Corridor and Designated Route, respectively) on April 1, 2020 (NDPSC Case Number PU-19-204), per the requirements of the North Dakota Energy Conversion and Transmission Facility Siting Act (North Dakota Century Code [NDCC] §49-22.1).

Since the start of Project construction, Denbury identified two locations where the pipeline route will have to be moved to avoid two previously unknown underground utilities (Route Adjustment No. 1) and for constructability concerns (Route Adjustment No. 2), plus five new and two expanded additional temporary workspace (ATW) areas along the pipeline route in Bowman County, North Dakota. As summarized in Table 1 and illustrated in Figures 2 through 5, the pipeline route for Route Adjustment No. 1 is partly outside the Designated Corridor, while the pipeline route for Route Adjustment No. 2 is within the Designated Corridor, but the associated construction easement and ATW areas for this reroute are partly outside the Designated Corridor. Because the reroutes, construction right-of-way (ROW), and ATW areas are partly outside of the Designated Corridor, notification of these required changes to the Designated Corridor and Designated Route must be filed with the NDPSC per NDCC §49-22.1-15.3.

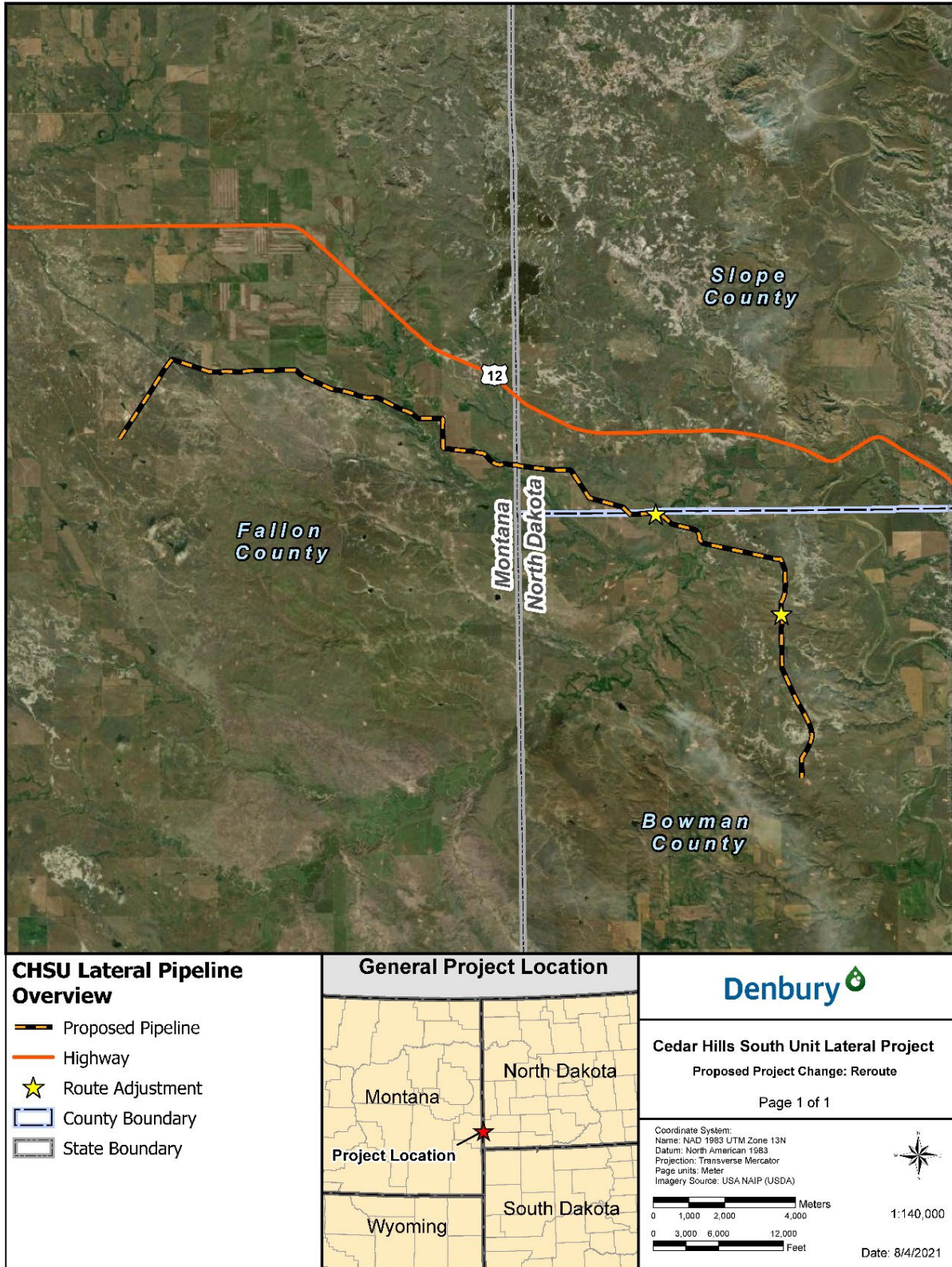


Figure 1. CHSU Lateral CO₂ Pipeline Project location map.

Table 1. Route Adjustment and ATW Information

Permit Area ID*	Type [†]	Length		Area	Landowner	Location			
		Total (feet)	Outside Corridor (feet)	Outside Corridor (acres)		Township	Range	Section	QuarterQuarter
Route Adjustment No. 1	New	889	618	0.840	Hadley Brothers LLP	132N	107W	1	SESE
ATW 1	Expanded	300	200	0.230	Duffield	132N	106W	7	NWNW
ATW 2	Expanded	300	200	0.230	Duffield	132N	106W	7	NENW
ATW 3	Expanded	200	100	0.115	Duffield	132N	106W	7	SWNE
ATW 4	New	200	100	0.115	Duffield	132N	106W	8	NWSW
Route Adjustment No. 2	New	2,687	1,398	3.080	Fischer	132N	106W	16	SWNW, NWSW, SWSW
ATW 5	Shifted	184	159	0.059	Fischer	132N	106W	16	SWNW
ATW 6	Shifted	213	199	0.086	Fischer	132N	106W	16	NWSW
ATW 7	New	1,558	546	2.020	Miller	132N	106W	33	SENW, NESW

* See Figures 2–5 for locations

[†] Type:

New = route location had to be moved/new ATW location.

Expanded = size of existing ATW increased.

Shifted = feature was moved due to route adjustment.

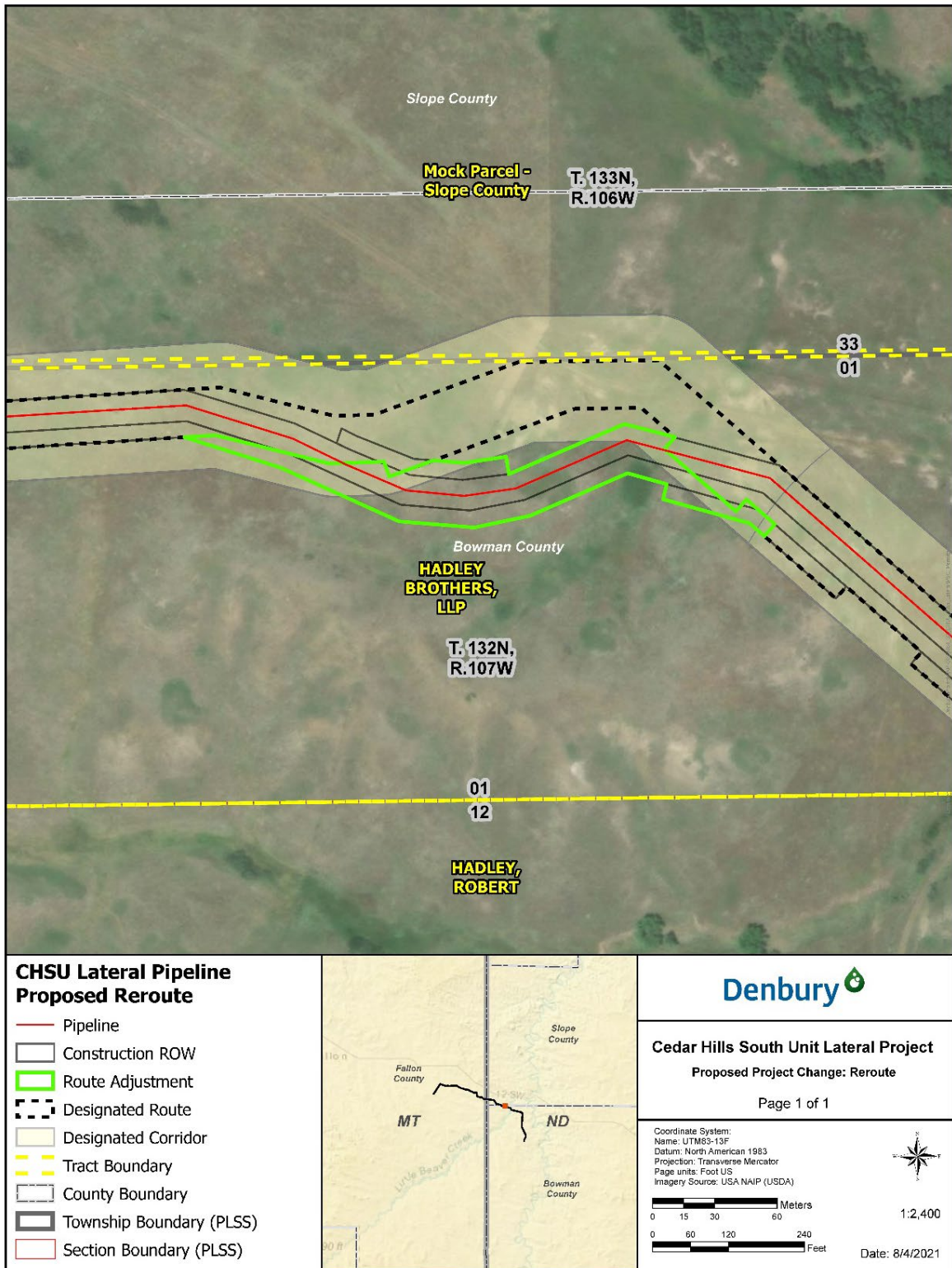


Figure 2. Route Adjustment No. 1 location map.

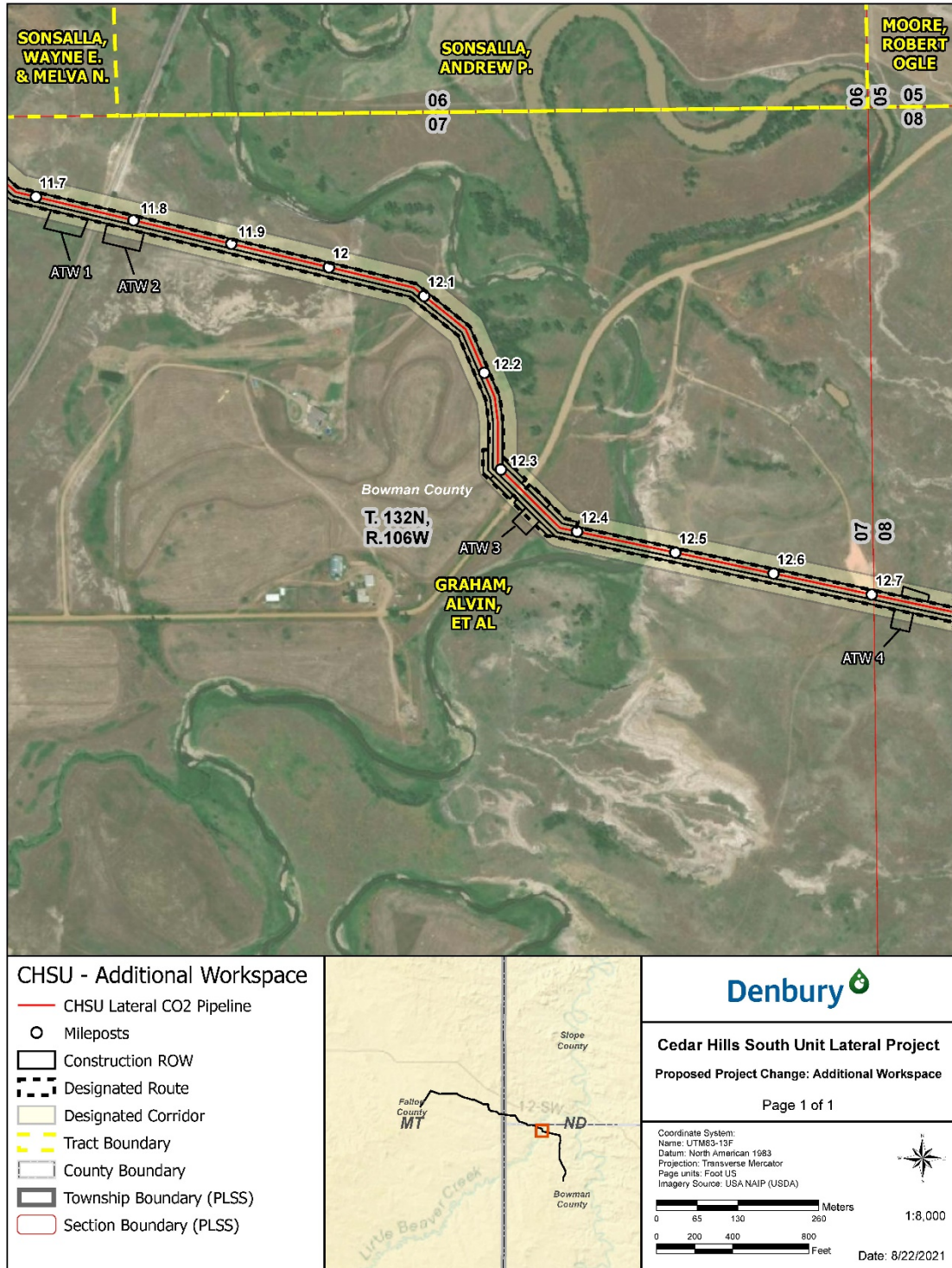


Figure 3. ATW 1, ATW 2, ATW 3, and ATW 4 location map.

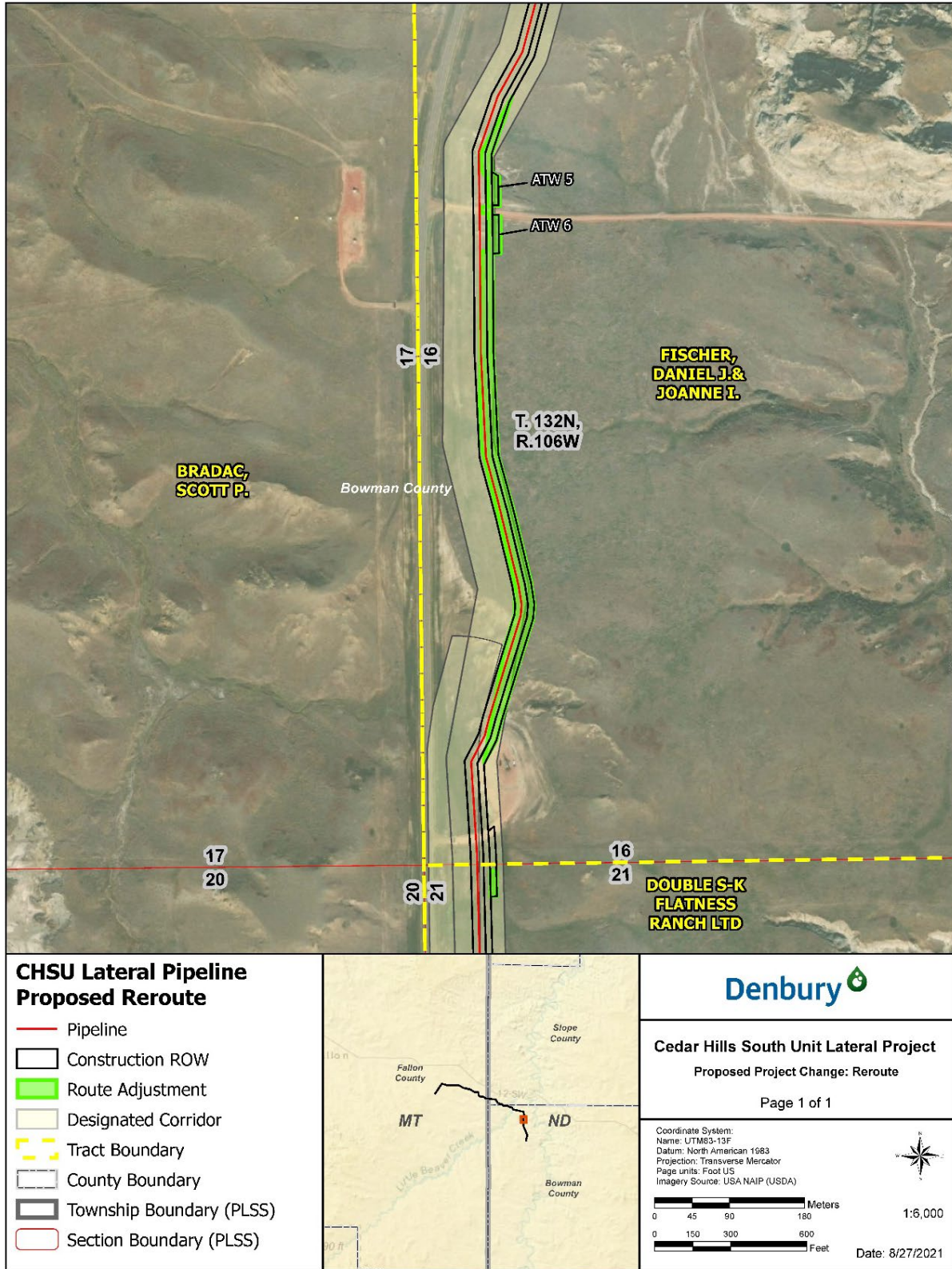


Figure 4. Route Adjustment No. 2, ATW 5, and ATW 6 location map.

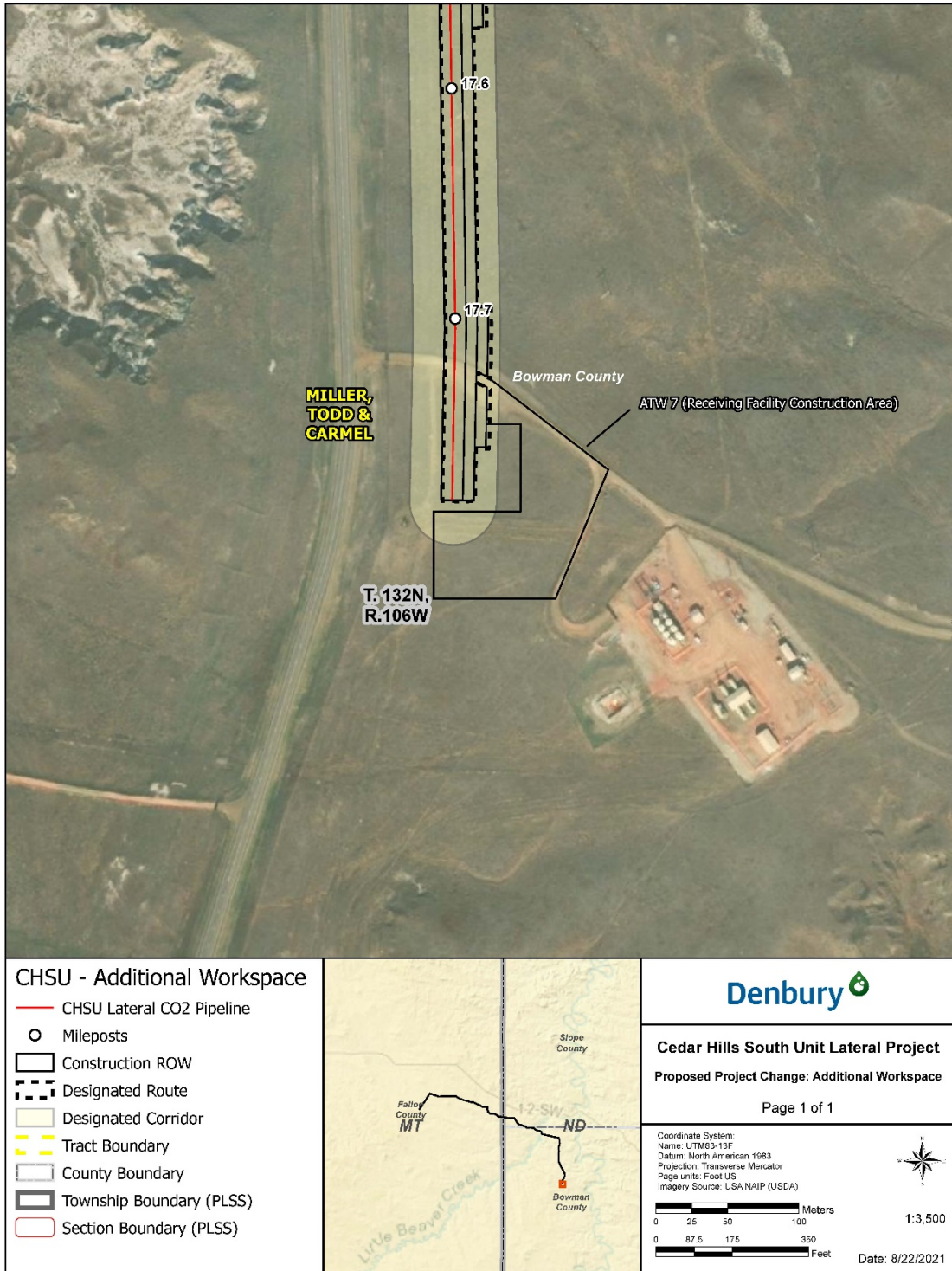


Figure 5. ATW 7 location map.

NDCC §49-22.1-15.3 addresses route adjustments before or during construction for gas or liquid transmission lines and states that a utility (Denbury), without any action by the NDPSC, may adjust the route of a gas or liquid transmission line outside the Designated Corridor if, before conducting any construction activities associated with the adjustment, the utility completes the following.

1. Files with the NDPSC certification and supporting documentation that:
 - a. the construction activities will not affect any known exclusion or avoidance areas.
 - b. the route outside the corridor is no longer than 1.5 miles.
 - c. the utility will comply with the NDPSC's order, laws, and rules designating the corridor and designating the route.
 - d. each owner of real property on which the adjustment is to be located and any applicable governmental entity with an interest in the same adjustment area do not oppose the adjustment.
2. Files detailed field studies indicating exclusion and avoidance areas for an area encompassing the route outside the Designated Corridor equal to the length of the adjustment of the proposed corridor.

SWCA previously completed desktop analyses and field surveys of a 200-foot-wide survey corridor for the CHSU Lateral CO₂ Pipeline Project, as documented in Appendix D of the Consolidated Application for a Certificate of Corridor Compatibility and Route Permit, and Waiver Application (Consolidated Application), dated August 7, 2019. The desktop analyses and field surveys included, in part, the following results.

1. Five wetlands, totaling approximately 0.42 acre, were identified within the 200-foot-wide survey corridor; 0.41 acre of those wetlands will be temporarily impacted by Project construction.
2. One waterbody, classified as a small lake or pond, was identified within the survey corridor, but this feature is outside of the proposed construction ROW and will not be impacted by the Project.
3. Each of the wetland crossings is a single and complete project as defined by the U.S. Army Corps of Engineers (USACE) and can be constructed under Nationwide Permit 12, which authorizes utility line construction projects in non-tidal waters of the U.S., provided the activity does not result in the permanent loss of greater than 0.5 acre of waters of the U.S.
4. During the tree and shrub survey, 161 tree, sapling, and shrub individuals were recorded that may be impacted by construction activities.
5. No threatened or endangered species or habitat were observed during the field surveys.
6. Listed threatened and endangered species in Bowman County are the gray wolf, whooping crane, and northern long-eared bat; however, these species are not likely to be impacted by construction of the proposed Project.
7. Migratory birds and suitable nesting habitat were observed throughout the survey corridor and mitigation measures to avoid an unauthorized take of migratory birds and active nests were recommended.
8. No active raptor nests were observed within 0.5 mile of the survey corridor and no bald or golden eagle nests were observed.
9. The Project is within the greater sage-grouse primary range in Bowman County and recommendations to minimize impacts to greater sage-grouse and their habitats were included.

Transmission facility corridor and route criteria are defined in North Dakota Administrative Code (NDAC) §69-06-08-02. Compliance with these criteria for the proposed pipeline route (i.e., the permanent and temporary construction easements and the ATWs) was demonstrated in the Consolidated Application, which culminated in issuance of permits for the Designated Corridor and Designated Route. The NDCC §49-22.1-15.3 certification and documentation requirements listed above for natural resources are discussed below.

- Route Adjustment No. 1 – the route adjustment is completely within the 1-mile-wide Project study area for the desktop analysis and approximately 618 feet of the reroute are outside of the Designated Corridor (see Figure 2). None of the transmission facility corridor and route exclusion and avoidance areas were identified during the desktop analysis and field surveys for the proposed pipeline route and aerial photographic interpretation of the route adjustment indicates that a pedestrian survey of the reroute is not warranted.
- ATW 1 – this expansion of a previously permitted ATW from approximately 100 × 100 feet to 100 × 200 feet, with an area that measures approximately 50 × 200 feet (0.23 acre), is outside of the Designated Corridor (see Figure 3). None of the transmission facility corridor and route exclusion and avoidance areas were identified during the desktop analysis and field surveys for the proposed pipeline route and aerial photographic interpretation of this expanded ATW location indicates that a pedestrian survey of the expanded ATW location is not warranted.
- ATW 2 – this expansion of a previously permitted ATW from approximately 100 × 100 feet to 100 × 200 feet, with an area that measures approximately 50 × 200 feet (0.23 acre), is outside of the Designated Corridor (see Figure 3). None of the transmission facility corridor and route exclusion and avoidance areas were identified during the desktop analysis and field surveys for the proposed pipeline route and aerial photographic interpretation of this expanded ATW location indicates that a pedestrian survey of the expanded ATW location is not warranted.
- ATW 3 – this is a new ATW that measures approximately 100 × 100 feet, with an area of approximately 50 × 100 feet (0.115 acre) outside of the Designated Corridor (see Figure 3). None of the transmission facility corridor and route exclusion and avoidance areas were identified during the desktop analysis and field surveys for the proposed pipeline route and aerial photographic interpretation of this new ATW location indicates that a pedestrian survey of the new ATW location is not warranted.
- ATW 4 – this is a new ATW that measures approximately 100 × 100 feet, with an area of approximately 50 × 100 feet (0.115 acre) outside of the Designated Corridor (see Figure 3). None of the transmission facility corridor and route exclusion and avoidance areas were identified during the desktop analysis and field surveys for the proposed pipeline route and aerial photographic interpretation of this new ATW location indicates that a pedestrian survey of the new ATW location is not warranted.
- Route Adjustment No. 2 – this route adjustment is required for constructability concerns; the route adjustment is completely within the 1-mile-wide Project study area for the desktop analysis and, while the rerouted pipeline itself is within the Designated Corridor, approximately 1,398 feet of the associated temporary construction easement are outside of the Designated Corridor (see Figure 4). None of the transmission facility corridor and route exclusion and avoidance areas were identified during the desktop analysis and field surveys for the proposed pipeline route and aerial photographic interpretation of the route adjustment indicates that a pedestrian survey of the reroute is not warranted.
- ATW 5 – this is an existing ATW that measures approximately 30 × 150 feet, but due to Route Adjustment No. 2, its location was shifted approximately 43 feet to the east so that an approximately 22 × 126-foot (0.059-acre) area is outside of the Designated Corridor (see Figure

4). None of the transmission facility corridor and route exclusion and avoidance areas were identified during the desktop analysis and field surveys for the proposed pipeline route and aerial photographic interpretation of this shifted ATW location indicates that a pedestrian survey of the shifted ATW location is not warranted.

- ATW 6 – this is an existing ATW that measures approximately 30 × 150 feet, but due to Route Adjustment No. 2, its location was shifted approximately 44 feet to the east so that an approximately 25 × 150-foot (0.086-acre) area is outside of the Designated Corridor (see Figure 4). None of the transmission facility corridor and route exclusion and avoidance areas were identified during the desktop analysis and field surveys for the proposed pipeline route and aerial photographic interpretation of this shifted ATW location indicates that a pedestrian survey of the shifted ATW location is not warranted.
- ATW 7 – this is a new, trapezoidal-shaped ATW that is required to facilitate construction of the CHSU Lateral CO₂ Pipeline Receiver Facility and encompasses approximately 2.02 acres outside of the Designated Corridor (see Figure 5). None of the transmission facility corridor and route exclusion and avoidance areas were identified during the desktop analysis and field surveys for the proposed pipeline route and aerial photographic interpretation of this new ATW location indicates that a pedestrian survey of the new ATW location is not warranted.

If you have any questions or wish to discuss this matter, please do not hesitate to contact me by telephone at (701) 595-2081 or via email at jdawson@swca.com.

Sincerely,



James W. Dawson, PG
Senior Project Manager

Exhibit E

Paleontological Resources Technical Memorandum



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

1892 South Sheridan Avenue
Sheridan, Wyoming 82801
Tel 307.673.4303 Fax 307.673.4505
www.swca.com

August 12, 2021

Rusty Shaw, REM
Environmental Compliance Manager
Denbury, Inc.
5851 Legacy Circle, Suite 1200
Plano, Texas 75024

Re: Paleontological Resource Review of Two Reroutes and Five Additional Temporary Workspaces along Denbury's Cedar Hills South Unit CO₂ Lateral Pipeline, Bowman County, North Dakota

Dear Mr. Shaw:

SWCA Environmental Consultants (SWCA) conducted a paleontological resource analysis of existing data (i.e., desktop analysis) for proposed reroutes and additional temporary workspace (ATW) areas for the Cedar Hills South Unit (CHSU) Lateral Carbon Dioxide (CO₂) Pipeline Project (Project). Denbury Green Pipeline – Montana, LLC (Denbury) is constructing a 17.76-mile-long pipeline through southeast Montana and southwest North Dakota. The Project consists of a 75-foot-wide construction right-of-way (ROW) and 12-inch-diameter pipeline to transmit liquid CO₂ from Denbury facility in the Coral Creek Unit Oilfield in Fallon County, Montana to the Cedar Hills South Unit Oilfield in Bowman County, North Dakota. The North Dakota Public Service Commission issued a Certificate of Corridor Compatibility Number 215 and Route Permit Number 225 on April 1, 2020, under the North Dakota Energy Conversion and Transmission Facility Siting Act. As part of the permitting process, a paleontological resource assessment was conducted for the Project because published geologic mapping indicated that most of the area overlies geologic units with a high potential to contain scientifically important paleontological resources and to assist Denbury in meeting the paleontological resource assessment requirements of the permitting process.

SWCA previously completed a desktop analysis and pedestrian surveys of 9.22 miles of pipeline on privately owned land in Slope and Bowman Counties, North Dakota, as documented in the Paleontological Survey Report (Knauss et al. 2019) submitted as Appendix E of the Consolidated Application for a Certificate of Corridor Compatibility and Route Permit for CHSU Lateral CO₂ Pipeline, dated August 7, 2019 (SWCA 2019). Since the start of Project construction, Denbury identified two reroutes and five additional temporary workspace areas along the pipeline route in Bowman County, North Dakota (Figures 1-3; Table 1). A 100-foot-wide buffer of the two proposed route adjustments (or reroutes) and the five ATWs was reviewed. The reroutes and ATW areas comprise a total of 10.55 acres that are outside of the previously analyzed areas and require paleontological resources assessments of this analysis area to meet corridor and route permit conditions. The analysis area is located on private lands in Township (T) 132 North (N), Range (R) 106 West (W); T132N, R107W; and T133N, R106W, within the Waterhole Creek (1981), Kid Creek (1976), and Marmarth (1980), North Dakota, U.S. Geological Survey (USGS) 7.5-minute quadrangles. Analysis of the reroutes and ATW areas was conducted by SWCA lead paleontologist Georgia E. Knauss.

Paleontological Resource Review of Two Reroutes and Five Additional Temporary Workspaces along Denbury's Cedar Hills South Unit CO2 Lateral Pipeline, Bowman County, North Dakota

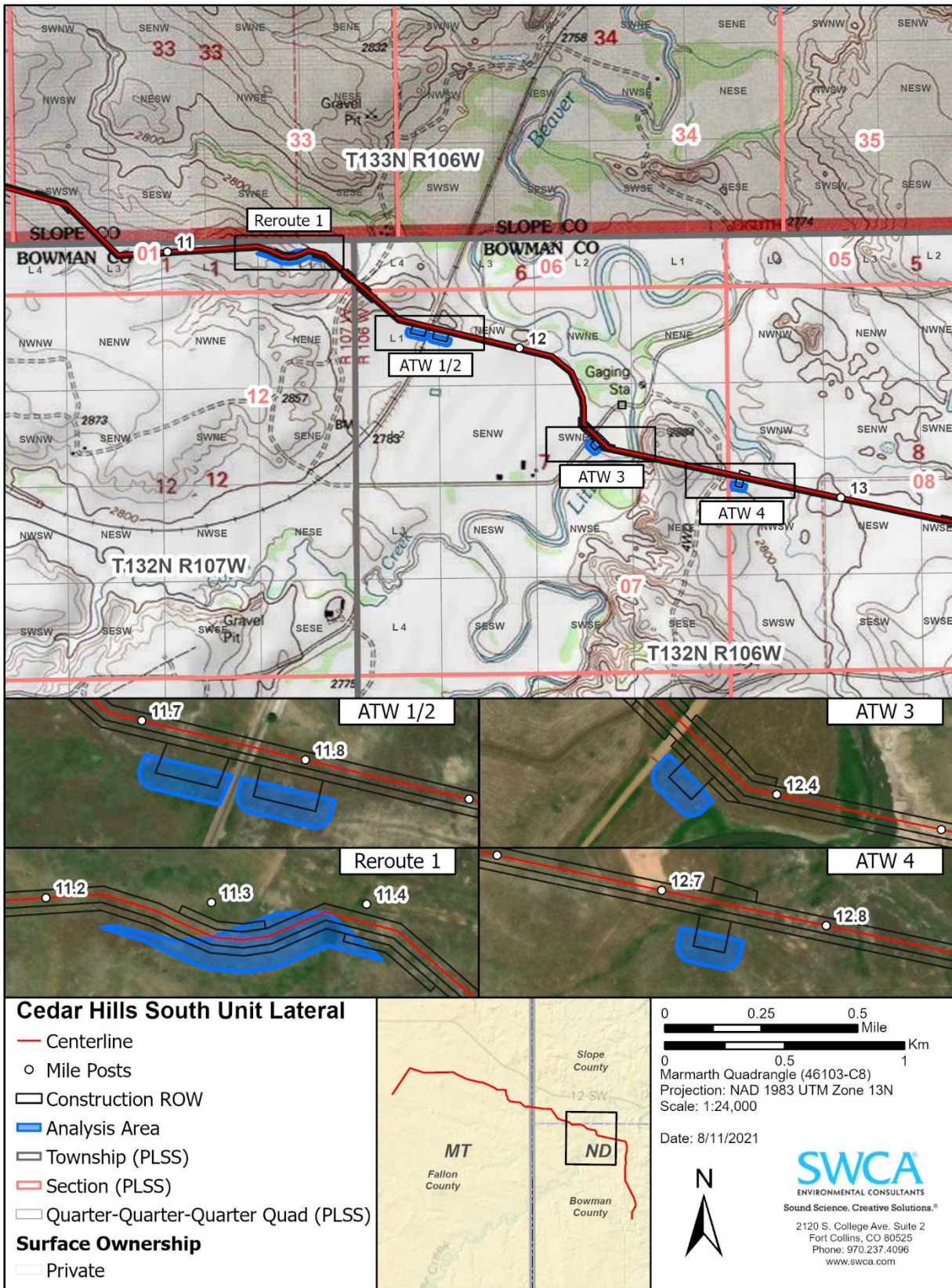


Figure 1. Map with paleontological resource analysis areas for Reroute 1 and ATWs 1 through 4.

Paleontological Resource Review of Two Reroutes and Five Additional Temporary Workspaces along Denbury's Cedar Hills South Unit CO2 Lateral Pipeline, Bowman County, North Dakota

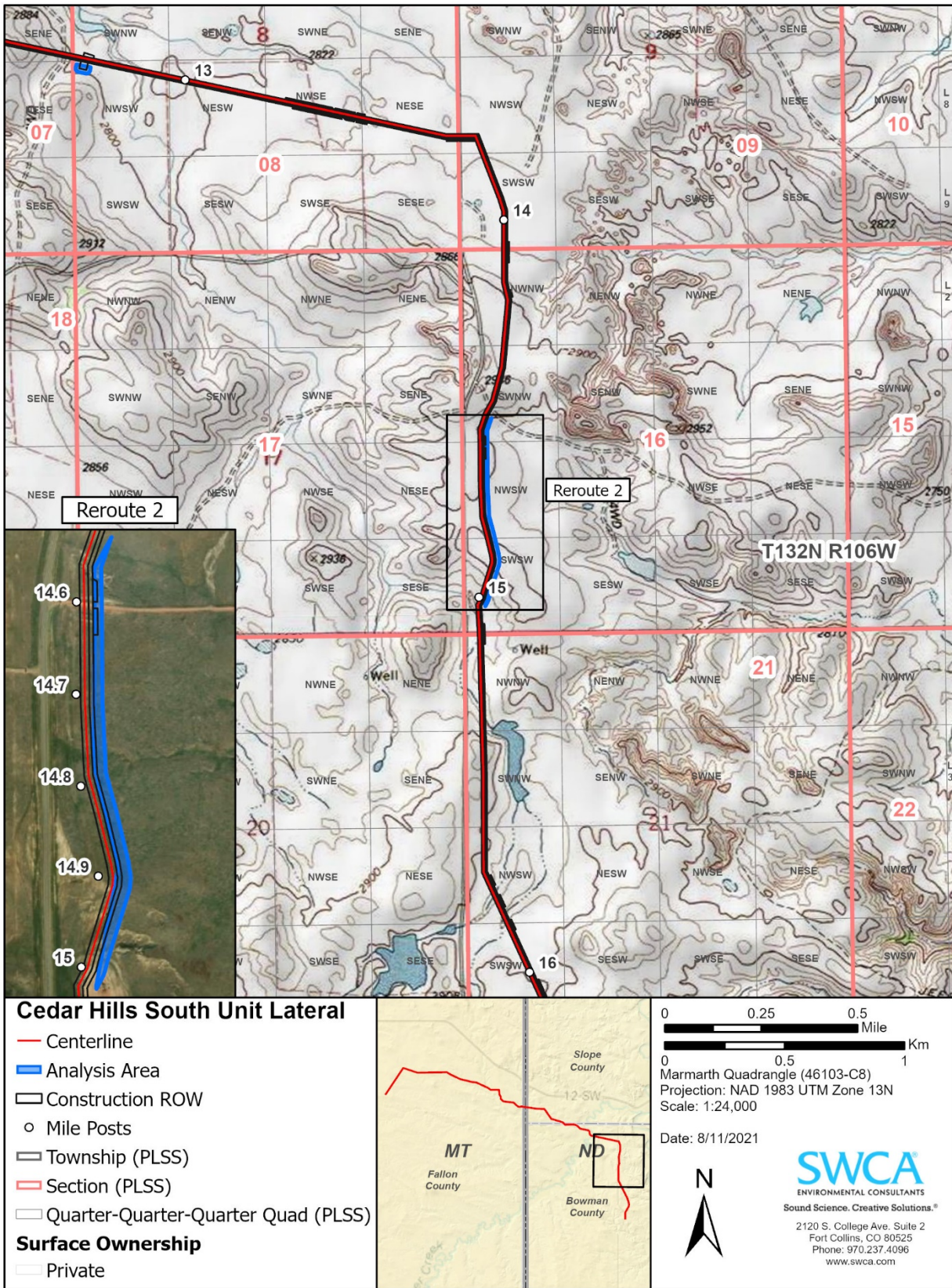


Figure 2. Map with paleontological resource analysis area for Reroute 2.

Paleontological Resource Review of Two Reroutes and Five Additional Temporary Workspaces along Denbury's Cedar Hills South Unit CO2 Lateral Pipeline, Bowman County, North Dakota

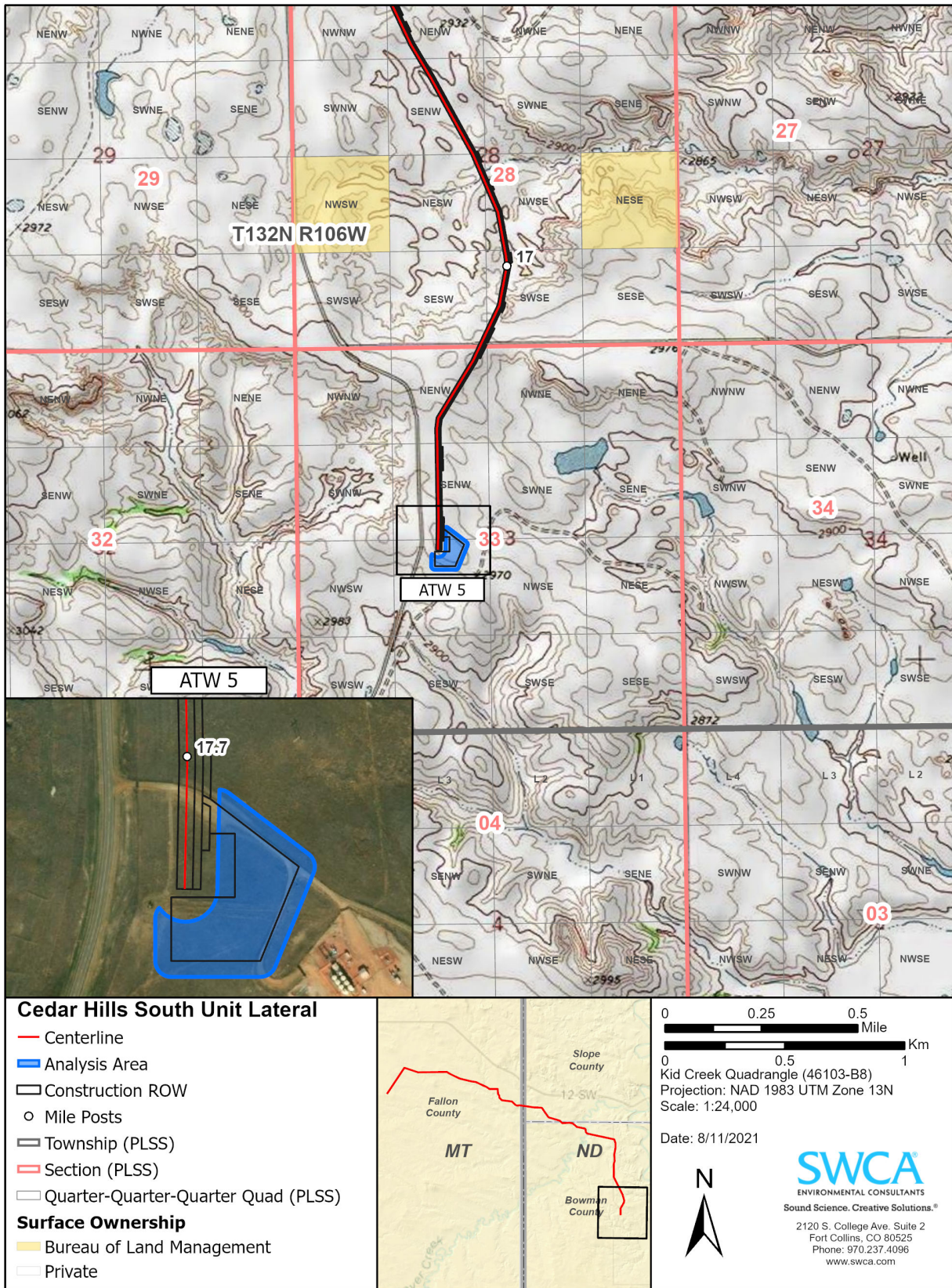


Figure 3. Map with paleontological resource analysis areas for ATW 5.

Table 1. Project Area Legal Descriptions

Infrastructure Name	Acres Inventoried	Township	Range	Sections
Reroute 1	1.68	132N	107W	1
ATWs 1 and 2	1.01	132N	106W	7
ATW 3	0.65	132N	106W	7
ATW 4	0.42	132N	106W	8
Reroute 2	3.08	132N	106W	16
ATW 5	3.71	52N	93W	33

According to previous geological mapping (Clayton et al. 1980), the two routes and five additional ATWs overlie the Cretaceous-age Pierre Shale Formation, the Fox Hills Formation, and the Hell Creek Formation. SWCA analyzed existing data on the Project to identify known fossil resources therein and nearby in the same geologic formation. SWCA then used that information and the Potential Fossil Yield Classification (PFYC) ranking of the underlying geologic unit to evaluate the paleontological sensitivity of the Project and to assess the potential for construction to disturb known and unknown paleontological resources. SWCA's pre-field research included a review of geologic maps and current literature. In addition, SWCA compiled locality data from the Pioneer Trails Regional Museum and the North Dakota State Fossil Collection. No previously documented localities are within the two routes and five additional ATWs analyzed.

Information about the geology and paleontological potential of each of the route adjustments and ATW areas analyzed is summarized below:

- Reroute 1 (# CHSU-CL-003), from milepost (MP) 11.2 through MP 11.4, is in a portion of the project that was previously cleared for paleontological resources through a review of aerial imagery due to the lack of bedrock exposures. The route adjustment to the south is completely within the property of Hadley Brothers LLP and the length of segment is 0.18 miles. Terrian, and the potential for bedrock exposures of mapped Fox Hills Formation, is the same as observed in the previously analyzed area along this portion of the pipeline. The area is mostly vegetated, sloping, with some cobble-armored slopes and ridges near MP 11.3, possibly representative of unmapped Quaternary or Tertiary gravels. No pedestrian survey was conducted. Exposed paleontological resources are not expected within the route adjustment.
- ATW 1 and ATW 2, near MP 11.7 and MP 11.8, respectfully, are in a portion of the project that was previously cleared for paleontological resources through a review of aerial imagery due to lack of exposures of the mapped Pierre Shale Formation. The area is mostly vegetated with minor weathered areas (or blow outs) within the ATW 2 analysis area. Exposed paleontological resources are not expected within the ATWs.
- ATW 3, northwest of MP 12.4, is in a portion of the project that was previously cleared for paleontological resources through an aerial image review due to lack of bedrock exposures. In addition, while conducting initial pedestrian surveys nearby, a paleontologist walked through the area to access the next survey area (i.e., bedrock exposure). The area is vegetated with no exposures of the mapped Fox Hills Formation. Exposed paleontological resources are not expected within the ATW.
- ATW 4, southeast of MP 12.7, is in a portion of the project that was previously cleared for paleontological resources through a visual review while conducting nearby pedestrian surveys

due to a lack of bedrock exposures. The area is vegetated with no exposures of the mapped Hell Creek Formation. Exposed paleontological resources are not expected within the ATW.

- Reroute 2 (# CHSU-CL-004), from milepost MP 14.5 through MP 15, is adjacent to a portion of the project analysis area that was previously surveyed for paleontological resources. No paleontological resources were observed during initial paleontological project surveys near this reroute (Knauss et al., 2019) and no pedestrian survey was conducted for this reroute. The route adjustment is to the east within the Fischer property and the length of the segment is 0.5 miles. While there is a sandstone exposure, possibly of the mapped Hell Creek Formation within the analysis area at MP 14.9, the route shift (e.g., no more than 30 feet east) keeps most of the proposed disturbance area within the previously surveyed area and/or mostly vegetated areas. In addition, as is typical with standard paleontological survey methodology, pedestrian surveys of small exposures of this type would be unlikely to detect any significant paleontological resource. Exposed paleontological resources are not expected within the route adjustment.
- ATW 5, south of MP 17.7, is in a portion of the project that was previously cleared through an aerial image review and a visual review conducted during pedestrian paleontological surveys in the area due to lack of bedrock exposures. The area is vegetated with no exposures of the mapped Hell Creek Formation. Exposed paleontological resources are not expected within the ATW.

Sincerely,



Georgia Knauss
SWCA Paleontology Lead

REFERENCES CITED

- Clayton, L., S.R. Moran, and J.P. Bluemile. 1980. Geologic Map of North Dakota. U.S. Geological Survey, Scale 1:500,000.
- Knauss, G.E, V. Meyers, and A. Gerwitz. 2019. Paleontological Survey Report for the Cedar Hills South Unit CO2 Lateral Pipeline, Slope and Bowman Counties, North Dakota. SWCA Paleontological Report No. ND18-28464-01. Sheridan, Wyoming: SWCA Environmental Consultants.

Exhibit F
Cultural Resources Technical Memorandum



August 16, 2021

Project Manager Christine Varah
SWCA - Sheridan Office
1892 South Sheridan Avenue
Sheridan, WY 82801-6104

ND SHPO Ref: 19-0233 Denbury's Cedar Hills South Unit CO₂ Lateral Pipeline in portions of [T132N R106W Sections 6-9, 16, 21, 28, 33, T132N R107W Section 1, and T133N R106W Sections 31-33] Bowman and Slope Counties, North Dakota

Dear Project Manager Varah,

We received ND SHPO Ref: 19-0233 "A Class I and Class III Cultural Resource Inventory for Two Reroutes and Five Additional Temporary Workspaces Along Denbury's Cedar Hills South Unit CO₂ Lateral Pipeline, Bowman County, North Dakota" in portions of [T132N R106W Sections 7, 8, 16, 33, and T132N R107W Section 1] and find this SWCA Environmental Consultants report by Laci L. Paul and Christine Varah acceptable. We will add it to our Manuscript Collection. We also concur with no significant sites affected.

If you have any questions, please contact either Andrew Clark, Chief Archeologist at (701) 328-3574 or andrewclark@nd.gov or Lorna Meidinger, Historic Preservation Specialist at (701) 328-2089 or lbmeidinger@nd.gov.

Sincerely,

for William D. Peterson PhD
State Historic Preservation Officer
(North Dakota)

19-0233

Exhibit G

Landowner Lease Agreements for Route Adjustments

TRACT NUMBER: CH.ND.BO.0011.000

AMENDMENT TO EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF NORTH DAKOTA §
 §
COUNTY OF BOWMAN §

This AMENDMENT TO EASEMENT AND RIGHT-OF-WAY AGREEMENT (“Amendment”), dated July 14, 2021, is by and between HADLEY BROTHERS, LLP (“Grantor,” **whether one or more**) whose address is 3515 Elk River Road, Billings, Montana 59101 and DENBURY GREEN PIPELINE-NORTH DAKOTA, LLC (“Grantee”) a Delaware limited liability company whose address is 5851 Legacy Circle, Suite 1200, Plano, Texas 75024.

WHEREAS, Grantor and Grantee entered into that certain Easement and Right-of-Way Agreement dated October 1, 2018 (the “Effective Date”) recorded as Document Number 184475 of the Official Public Records of Bowman County, North Dakota (the “Agreement”); and

WHEREAS, due to engineering and construction factors, Grantee needs to move a portion of the pipeline route that crosses Grantor’s land by more than fifty (50) feet from the pipeline route described in the Agreement and depicted on the Exhibit “A” attached thereto; and

WHEREAS, the Agreement will need to be amended to show these changes to the Easement Area (as defined in the Agreement), the Exhibit “A”, and the temporary work spaces along the pipeline route; and

WHEREAS, pursuant to paragraph 1.8 of the Agreement, Grantee is to notify Grantor and obtain approval for any changes to the Easement Area and the corresponding temporary work spaces that are moved more than fifty (50) feet in any direction from the original route; and

WHEREAS, this Amendment is intended clarify the changes to the Easement Area and the temporary work spaces, to confirm Grantor’s approval of these changes, and to amend the Agreement to specifically include the new portions of the Easement Area, the temporary work spaces, and the Exhibit “A”.

NOW, THEREFORE, in consideration of TEN and NO/100 (\$10.00) DOLLARS in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree and approve as follows:

1. The Easement Area, the corresponding temporary work spaces, and the Exhibit “A” of the Agreement are hereby amended to reflect and include the new portions of the pipeline route, which are more specifically described and depicted on the attached Exhibit “A” to this Amendment. The unchanged portions of the Easement Area and the temporary work spaces described in the Agreement shall remain in full force and effect.

2. Grantor hereby approves and ratifies these changes and additions to the pipeline route, the Easement Area, the temporary work spaces, and the Exhibit A of the Agreement and described herein.

3. The Agreement, and any and all other agreements, documents or instruments now or hereafter executed and delivered are hereby amended so that any reference to the Agreement shall mean a reference to the Agreement as amended by this Amendment.

4. Except as described herein, all other terms and conditions of the Agreement, including the portions of the Easement Area and the corresponding temporary work spaces that did not change, shall remain in full force and effect and Grantor and Grantee hereby ratify, confirm, and approve same.

5. Grantor and Grantee agree that the Agreement, as hereby amended, shall continue to be legal, binding, valid and enforceable in accordance with its terms. The parties further agree that the Agreement shall not be further amended except as provided and permitted under the Agreement.

6. THE AGREEMENT, AS AMENDED HEREBY, REPRESENTS THE ENTIRE EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF ON THE DATE THIS AMENDMENT IS EXECUTED. THE AGREEMENT, AS AMENDED HEREBY, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7. All the terms, provisions, covenants, obligations, indemnities, representations, warranties and conditions of this Amendment shall be covenants running with the land and shall inure to the benefit of and be binding upon, and shall be enforceable by, the parties hereto and their respective successors and assigns.

8. This Amendment may be executed in multiple counterparts with each separate counterpart consisting of a valid and binding agreement. Each of the undersigned agree that their respective signature pages and acknowledgements may be removed from their respective counterpart and attached to a single original of this Amendment. For purposes of this Amendment, facsimile or .pdf copies of signature pages shall be deemed originals.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, the undersigned has executed this instrument on the dates of the respective acknowledgments annexed hereto, but effective as of the Effective Date described herein.

GRANTEE:

DENBURY GREEN PIPELINE-NORTH DAKOTA, LLC

Print: James S. Matthews

Sign: *[Signature]*

Its: EVP + General Counsel

ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

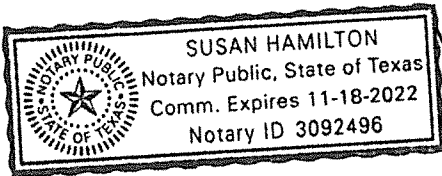
COUNTY OF COLLIN

This instrument was acknowledged before me on this the 5th day of August, 2021, by James S. Matthews EVP & General Counsel of **Denbury Green Pipeline-North Dakota, LLC**, a Delaware limited liability company, on behalf of said company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

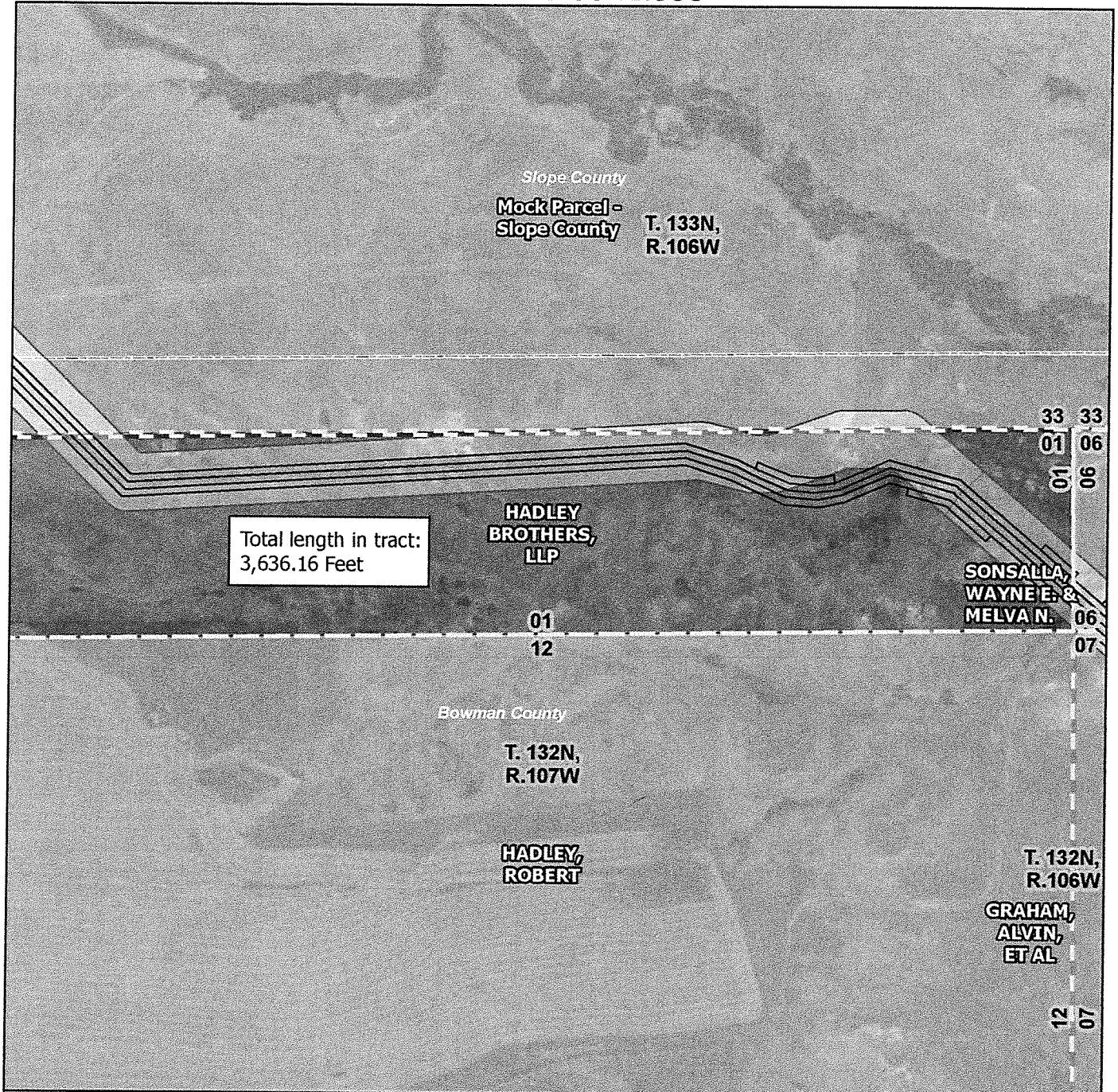
(SEAL)



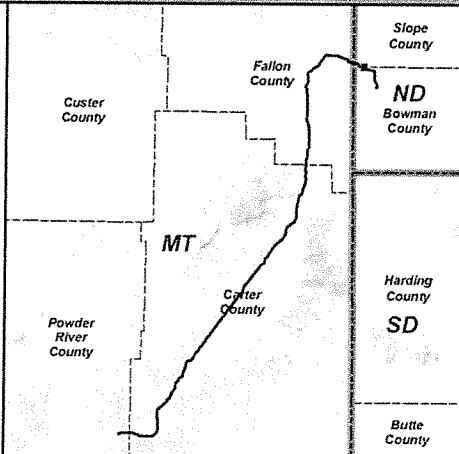
My Commission Expires: 11-18-2022

Exhibit "A"

CH.ND.BO.0011.000



- CHSU - Proposed Reroute**
- Project Centerline
 - Construction ROW
 - Current Survey Corridor
 - Tract Boundary
 - County Boundary
 - Township Boundary (PLSS)
 - Section Boundary (PLSS)



Cedar Hills South Unit Lateral Project
Proposed Project Change:
Hadley Property Reroute
 Page 1 of 1

Coordinate System:
 Name: UTM83-13F
 Datum: North American 1983
 Projection: Transverse Mercator
 Page units: Foot US
 Imagery Source: USA NAIP (USDA)

0 45 90 180 Meters


0 150 300 600 Feet

1:6,000

Date: 7/12/2021

184475

184475

184475 **Fee: \$65.00**
BOWMAN COUNTY, NORTH DAKOTA
Recorded 1/15/2019 at 1:18 PM
Jan Werre, County Recorder
By 
Return To: WALT ANDERSON
PO BOX 486 EKALAKA MT 59324



EASEMENT AND RIGHT-OF-WAY AGREEMENT

This nonexclusive Easement and Right-of-Way Agreement (this “**Agreement**”) is made, dated and effective as of this 1st day of October, 2018 (the “**Effective Date**”), between HADLEY BROTHERS, LLP. (“**Grantor**”), and Denbury Green Pipeline – North Dakota LLC, a limited liability company, organized under the laws of the State of Delaware, (hereafter “**Grantee**”), in light of the following facts and circumstances:

RECITALS

WHEREAS, Grantor owns certain real property located in Bowman County, State of North Dakota, as more particularly described on Exhibit A (the “**Property**”) attached hereto and by this reference made a part hereof;

WHEREAS, Grantee is proposing to construct and operate one 16-inch or less nominal diameter pipeline for the transportation of CO² (hereinafter “**Product**”) and related facilities a portion of which crosses under and upon the Property; and

WHEREAS, Grantee desires to obtain certain easements and rights over the Property, and Grantor desires to grant such easements and rights, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantee (each, a “**Party**” and together, the “**Parties**”) hereby agree as follows:

1. Grant of Easement.

1.1. Grant. Grantor does hereby grant, sell, and convey unto Grantee a nonexclusive easement, right-of-way and right of entry (the “**Easement**”) solely for the purposes of laying, constructing, inspecting, maintaining, operating, replacing within the same location with the same size pipe, repairing and removing one 16-inch or less nominal diameter pipeline, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment, devices and appurtenances reasonably incidental to the construction, operation, marking and maintenance thereof (the “**Pipeline**”), for the transportation of the Product under the Property, on the terms provided herein. Grantee shall have the right of ingress to and egress from the Easement over and across the Easement Area (defined below) and the access points identified on Exhibit B or as otherwise agreed to by the Parties for access to the Easement and Grantee’s Pipeline. The Easement granted herein shall not include the right to construct or install any pump, compressor, or valve stations, or any other aboveground

7

facilities on the Property; rather, the Parties shall execute a separate written agreement for any pump, compressor, or valve stations, or any other aboveground facilities to be installed on the Property.

1.2. Width of Easement. The Easement shall be fifty (50) feet, and no greater than fifty (50) feet, in width, along a route, the location of which is set forth in Exhibit A, attached hereto and by this reference made a part hereof (the "**Easement Area**"). Exhibit A shall be supplemented and replaced by the filing by Grantee of an actual "as built" survey map after construction.

1.3. Single Pipeline. Grantee shall install no more than one 16-inch or less diameter pipeline upon or within the Easement Area. Grantee shall have no right to use or sublease the Property for any purpose unrelated to any of the foregoing purposes.

1.4. Construction Right of Way. During the construction of the Pipeline, the easement and right-of-way granted herein shall include areas necessary for construction, construction operations, equipment and materials, as more particularly defined and set forth on Exhibit C attached hereto (the "**Temporary Work Space**"). The width of the Temporary Work Space shall be in addition to the width of the Easement and shall be no greater than fifty (50) feet (*i.e.*, a permanent easement fifty (50) feet in width and a temporary construction easement of fifty (50) feet in width), except that there shall be "Additional Temporary Workspace" at each bore location and each road, ditch, waterway crossing, buried utility crossing and location with uneven terrain, as shown on Exhibit C. Grantee shall stake the outside boundary of the Temporary Work Space during construction. No construction or installation of the Pipeline, nor any other activities or operations of Grantee upon Grantor's property, including pipe storage, shall occur beyond or outside the boundaries of the Temporary Work Space and the Easement Area, unless otherwise agreed to by the Parties. Use of the Temporary Work Space shall permanently expire upon completion of construction of the Pipeline and reclamation of the Temporary Work Space.

1.5. Notice of Location. Following completion of construction, Grantee shall, upon Grantor's request, define the location of the Pipeline within the Easement Area in writing with key GPS coordinates of the Pipeline. Notwithstanding the foregoing, Grantee's definition of the location along with GPS coordinates are provided without warranty, express or implied, as to the accuracy of the data. Further, Grantor's receipt of the location and GPS coordinates of the Pipeline shall in no way limit, modify or alter in any way the obligation of Grantor, its successors, assigns, employees, contractors, invitees, or any other person or entity on the property on behalf of or at the request of Grantor to make appropriate ONE Calls and to otherwise comply with the terms and conditions contained in this Agreement.

1.6 Entry onto the Property.

(a) During Construction, reclamation/weed control and pipeline maintenance activities Grantee and its officers, agents, employees, contractors, and representatives shall have the right to use existing access roads, as outlined in Exhibit B, for purposes specified of ingress and egress, for all types of vehicular traffic and transportation of equipment and machinery of any and every kind, to, from, and across the Easement. After the completion of construction, Grantee will leave access road for the full benefit, use and enjoyment of Grantor and in, as near as reasonably practicable, the condition existing just prior to Grantee's first use of said access road. Right to access as specified under this Section 1.6 shall expire after five years. Upon expiration of access rights, access will be limited exclusively to the Right-of-Way or as otherwise agreed to in writing between the Parties.

(b) Except in the event of an emergency or as required by applicable laws and or regulations, including but not limited to in response to a line locate (e.g., ONE Call), valve inspections and cathodic protection readings, Grantee shall make reasonable efforts to provide a minimum of twenty-four (24) hours prior notice to Grantor before entering the Property. To minimize risk of damages or operational impacts, however, Grantee shall provide as much advance notice to Grantor as is practicable. During continuous work activities such as construction projects, continuous notification is not required. Grantee shall notify Grantor upon completion of construction.

1.7 Emergency Access to Pipeline. Except in cases of emergency, or as otherwise provided herein, Grantee shall not enter upon the Property beyond the boundaries of the Easement Area without Grantor's prior consent. The determination of what constitutes an emergency is within Grantee's absolute discretion, but is subject to Grantor's right to reasonable compensation for all damages suffered as a result thereof. Grantee shall make reasonable efforts to advise Grantor of the emergency circumstances within twenty-four (24) hours following entry upon the Property.

1.8 Change of Location of Pipeline. Grantor and Grantee acknowledge that the actual location of the Easement Area may change because of various engineering and construction factors. At Grantee's expense, Grantee shall prepare and deliver to Grantor any additional documents needed to correct the legal description of the Easement Area to conform with the actual location of the Pipeline. Prior to or during construction, Grantee need not obtain Grantor's permission to alter the location of the Easement Area or Temporary Work Space so long as the change of location is no greater than fifty (50) feet in any direction. In the event the Easement Area must be moved more than fifty (50) feet in any direction, Grantee shall obtain written approval from Grantor, which approval shall not be unreasonably withheld. Additional compensation shall be due only if the acreage encumbered increases. Any change in the location of the Pipeline that results in a decrease in the acreage encumbered by the Easement Area shall

not result in Grantor being required to reimburse Grantee for any payments already made.

2. Grantor's Reserved Rights.

2.1. Grantor's Rights. Provided it does not materially interfere with or prevent the exercise by Grantee of its rights hereunder or create an actual or potential hazard to the Pipeline or its appurtenances, Grantor reserves for himself, his successors, heirs and assigns, the right to use the Property for any purpose, including agriculture, ranching, farming, grazing of livestock, or any other use which is necessary and incidental to ranching and other agricultural activities; developing surface or subsurface mineral, oil, or gas resources, or any other use which is necessary and incidental thereto; cutting timber; drilling and development of water for commercial or private use; hunting, fishing, and other recreational activities; and to otherwise fully use and enjoy the Property.

(a) Notwithstanding the foregoing, Grantor shall not drill wells, excavate, alter the ground elevation or grade, construct any dam, building, or structure, plant any trees or shrubs, or otherwise create a water impoundment within or over the Easement Area without prior written authorization of Grantee. Any existing structures and improvements located on the Property as of the Effective Date of this Agreement shall be allowed to remain or Grantee shall reasonably compensate Grantor for their replacement. Grantee shall make reasonable efforts not to disturb Grantor's activities on the Property to the extent such activities are consistent with Grantee's rights under this Agreement.

(b) Notwithstanding anything to contrary herein, Grantor shall not i) authorize others to construct any parallel pipeline, powerline or fiber optic line within the 50' Easement Area ii) enter into any agreement, permit, license, easement or other grant within the 50' Easement Area without the express written consent of Grantee.

(c) At the conclusion of construction of the pipeline, Grantor hereby reserves the right to cross the Easement Area and Pipeline at any time with livestock and agricultural equipment necessary to carry out normal and customary farming and ranching of the Property.

(d) Notwithstanding Section 2.1(b), or any other provision in this agreement, Grantor shall have the right to cross the Easement Area with fences and roads provided that (i) the crossings are as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) cover is not removed from over top of the Pipeline, (iv) any fence posts are installed at least five feet (5') from the centerline of the Pipeline, and (v) Grantee is provided reasonable access to the Easement Area for routine activities (vi) Grantor provides at least two weeks' notice to Grantee before constructing any road crossing the easement.

(e) Grantor shall have the right to cross the Easement Area with waterlines and other utility lines ("Other Lines"), provided that (i) the crossings are as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) cover is not removed from over top of the Pipeline, (iv) Grantee is provided reasonable access to the Easement Area for routine activities (v) Grantor provides at least two weeks' notice to Grantee before constructing any Other lines

(f) Grantee acknowledges and agrees that Grantor's use of the Easement Area as of the Effective Date is compatible and will not interfere with Grantee's intended use of the Property, subject to the provisions hereof. Further, Grantee agrees that the Pipeline will be constructed in a manner to allow the crossing of the Easement Area by livestock and agricultural equipment.

3. Payments to Grantor. In consideration of the Easement and rights granted in this Agreement, Grantee shall pay to Grantor those amounts set forth in that certain Payment Addendum between Grantor and Grantee, dated as of the Effective Date (the "**Payment Addendum**"), which shall not be recorded herewith. If the Payment Addendum requires any ongoing or future payments, it shall be and remain the responsibility of Grantor, or the then record owner of the Property upon which this Easement is located to provide Grantee with prior written notice, in accordance with Section 10.1 of this Agreement, of any change in ownership that will result in a different payee. Until such time that Grantee receives actual notice of the foregoing, Grantee may continue to make any applicable payments to the owner to which it last made payment or it may suspend payment if there is a disagreement as to whom the then current owner is until such disagreement is resolved to Grantee's reasonable satisfaction. Without written notice of an ownership change described above, Grantee shall not have liability for payments made or withheld, as provided herein, and under no circumstances will Grantee be required to make duplicate payments. In the event Grantee fails to make a payment hereunder timely, the matter shall be handled in accordance with Section 10.5 of this Agreement.

4. Liability for Improvements. Grantor shall have no liability for any costs or expenses incurred in connection with the siting, testing, construction, operation, maintenance, or removal of the Pipeline, or any other improvements of any kind made on the Property by Grantee. The rights granted to Grantee hereunder shall not be construed to create any responsibility on the part of Grantor to pay for any improvements, alterations or repairs occasioned by Grantee.

5. Grantee's Obligations.

5.1. Contact Information. Before, during, and after construction, Grantee will provide Grantor with a contact number, so that Grantor can inquire about specifics concerning the Pipeline, including its construction and operation.

5.2. Construction Liens. Grantee shall, at all times, keep the Property free and clear of all claims for and/or liens for labor and services performed, and materials, supplies or equipment furnished in connection with Grantee's use of the Property; *provided, however*, that if such a lien is filed against the Property, Grantee shall indemnify and hold Grantor harmless against the consequences thereof.

5.3. Compensation and Indemnity.

(a) Grantee shall reasonably compensate Grantor 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 installation, construction, operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.

(i) 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 Easement Area or the Temporary Work Space be reduced or eliminated by Grantee during the construction, installation, use, operation, maintenance or replacement of the Pipeline, Grantor 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.

(ii) Grantee shall compensate Grantor for any injury or loss to Grantor's livestock resulting from construction or Grantee's operations and/or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the landowner whole.

(iii) In the event that 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 to Grantor (i) the reasonable costs of all fire suppression incurred by Grantor, (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 Grantor's 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 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 by the U.S. Department of Labor Bureau of Labor Statistics.

(b) Grantor agrees to timely notify the appropriate governmental agency of this Easement and its effect on any of Grantor's property enrolled in the Conservation Reserve Program ("CRP") or any substantially similar government program. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the CRP 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.

(c) To the extent allowed by law, except to the extent arising out of the gross negligence, intentional misconduct, or illegal acts of Grantor or the surface occupants, and its successors, assigns, and/or anyone for whom the Grantor is legally responsible, Grantee shall defend, protect, indemnify, and hold harmless Grantor, and pay all costs and expenses, including reasonable attorney's fees actually incurred by Grantor and the surface occupants, from and against any and all judgments, fines, claims, actions, causes of action, penalties, costs, damages, injuries, expenses, or other liability of any kind to the extent arising from, out of, or as a result of any construction or operations, activities (including removal or abandonment of the Pipeline), actions or inactions of Grantee, its parent, subsidiary, and related companies and their officers, directors, employees, shareholders, agents, successors, assigns, attorneys, insurers, contractors, subcontractors, consultants, or any other person or entity acting through or under them, or any of them, including, but not limited to, the negligent, intentional, willful, or wanton exercise of the rights and privileges herein granted. In the event that Grantor or surface occupants shall bring a court proceeding to enforce this Section 5.3(c) (or otherwise reasonably incurs attorney's fees, costs and expenses) to establish the right to indemnity and prevails, Grantee shall reimburse Grantor's attorney's fees, costs, and expenses reasonably incurred in connection with establishing the right to indemnity. For the purpose of this agreement, surface occupants are defined as a lessee or other authorized users of the surface.

(d) Grantee shall reasonably compensate for any damage to real or personal property, whether owned by Grantor or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee, guest or permittee of Grantor, or any other person or entity that has obtained or hereafter obtains rights or interests from Grantor, which was caused by the operations, activities, actions or inactions of Grantee.

(e) The indemnity provisions herein shall survive the expiration or termination of this Agreement and/or the surrender of the Easement Area to Grantor, shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy, and shall inure to the benefit of Grantor and the surface occupants and any successor and assignee of Grantor or the surface occupants and shall be binding upon Grantee and its successors and assigns.

(f) Grantee agrees to compensate Grantor or the surface occupant (the “**Claimant**”) at the rate of One Hundred Dollars (\$100.00) per hour for the time reasonably and necessarily spent by the Claimant (i) in the enforcement of this Agreement which the employees of Grantee or its contractors (the “**Grantee Group**”) failed to comply with in the conduct of their activities on the Property in the performance of work on behalf of Grantee; (ii) in response to a specific request by the Grantee Group to the Claimant in the conduct of their activities on the Property (the “**Grantee Group Obligation**”); or (iii) for reasonable actions taken in an emergency situation by the Claimant as a result of Grantee Group’s activity on the Property. In cases of an emergency, the Claimant shall take all reasonable and necessary actions to resolve and address the emergency. Following an emergency, the Claimant shall notify the Grantee as soon as is practical. The rate per hour will adjust annually by reference to the “CPI-U” published by the U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index.

5.4. Construction and Reclamation. Grantee shall, at a minimum, and unless otherwise provided herein or by any more stringent applicable law, regulation, permit, or permit condition comply with all provisions and requirements in Grantee’s Cedar Creek Anticline Enhanced Oil Recovery Unit Development and CO2 Pipeline Project April 2018 Reclamation, Mitigation, and Monitoring Plan, and April 2018 Noxious Weed Management Plan (“Reclamation and Noxious Weed Management Plan”). A copy of the plan is recorded in the county clerk’s office of Fallon County, instrument number 0103604. Grantor shall make reasonable efforts to reasonably avoid vehicular traffic during the reclamation process. Grantee shall ensure that the construction contractor (hereinafter, “Contractor”), all of his subcontractors, and all other persons engaged in the construction and installation of the Pipeline are informed of the terms and conditions set forth in this Agreement.

(a) Following the completion of construction, maintenance, repair, or removal of the Pipeline, Grantee shall remediate the area disturbed by construction as best as practicable to its original preconstruction condition, in accordance with the Reclamation and Noxious Weed Management Plan and all applicable permits, laws and regulations. Reclamation and clean-up along the Easement Area shall be accomplished in a timely manner, as conditions permit. All reclamation obligations, as set forth herein, are the obligation of Grantee regardless of the circumstances in the releasing of the rights as provided for in

this Agreement. Grantee's reclamation obligations shall survive the surrender or earlier termination of this Agreement.

- and 2.7 (b) Irrigation and Drainage. See Reclamation Plan Section 2.2
- 2.9. (c) Trash Clean Up. See Reclamation Plan Section 2.3, 2.7, and
- (d) Open Trench. See Reclamation Plan Section 2.3.
- 4.7. (e) Erosion. See Reclamation Plan Section 2.1., 2.7, 2.8.5, 2.11,
- 2.9. (f) Gates and Fences. See Reclamation Plan Section 2.7, 2.8.6,
- (g) Grantee shall use reasonable efforts to avoid locating the Pipeline in such a manner that requires removal of mature trees. Mature trees are trees that have lived for at least five years.
- (h) Topsoil. See Reclamation Plan Sections 2.1.7, 2.2, 2.3, 2.6, 2.7, and 2.8.1.
- (i) Noxious Weeds. See Noxious Weed Plan
- (j) Seed Mix. See Reclamation Plan Section 2.8.4. Grantee shall consult with Grantor regarding the seed mix that will be used for reclamation.
- (k) Rock Removal. See Reclamation Plan Section 2.8.2.
- (l) Access to Water. See Reclamation Plan Section 2.3.
- (m) Restoration of Temporary Access Routes. See Reclamation Plan Section 2.7.
- (n) Compaction. See Reclamation Plan Section 2.8.1.
- (o) Soil Additives. See Reclamation Plan Section 2.8.3.
- (p) Pet and Firearms. See Reclamation Plan Section 2.9
- (q) Trench Depression. See Reclamation Plan Section 2.11.
- (r) Reclamation Standards and Criteria. See Reclamation Plan Section 2.11, 5.0. The Parties may agree to alternative Reclamation Standards and Criteria whenever requested by Grantor. Grantee agrees to limit the dissemination of any information it obtains during reclamation to those agencies,

other governing bodies and persons necessary in order to obtain the authorizations required.

(s) Wetlands. See Reclamation Plan Section 3.0.

(t) Streams and Waterbodies. See Reclamation Plan Section 4.0.

(u) Waterbody Crossing Methods. See Reclamation Plan Section 4.4.

(v) Stabilization and Restoration of Stream Banks and Slopes. See Reclamation Plan Section 4.11.

5.5. Depth of Pipeline. Grantee agrees to bury and maintain the Pipeline to a minimum depth of forty-eight inches (48") except for in consolidated rock where the Pipeline will be buried and maintained to a minimum depth of thirty inches (30").

5.6. Location of Above Ground Facilities. Grantee will abide by all applicable laws and regulations with respect to the construction, installation, use, operation, maintenance, or replacement of the Pipeline. Grantee agrees to make reasonable efforts to locate aboveground installations (other than pipeline markers, corrosion protection test lead posts, and appropriate safety signage) adjacent to lot lines and as near as practicable to public road allowances, and in any event will comply with all applicable laws and regulations.

5.7. Hazardous Materials. Grantee at its expense shall comply with all applicable federal, state, and local laws, regulations, and ordinances governing Hazardous Materials. Hazardous Materials shall mean hazardous or toxic materials, wastes, substances, and/or pollutants, as defined or identified in federal, state, or local laws, rules, or regulations, whether now existing or hereinafter enacted. Grantee shall not use the Property for treatment, emission, release, discharge, or disposal of Hazardous Materials. In the event of any emission, discharge, or release of any Hazardous Materials, Grantee shall promptly undertake all environmental remediation required by applicable laws, rules, and/or regulations, and comply with orders, directives, or mandates of any local, state, or federal governmental or quasi-governmental authority having jurisdiction over pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, regulated, toxic, or hazardous substances into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). Grantee's obligations under this Section shall survive the expiration or termination of this Agreement and/or the Easement.

5.8. Easement Area Maintenance. Grantee shall have the right to cut, keep clear, and remove all trees, brush, or shrubbery in the Easement Area that are reasonably deemed by Grantee to injure, endanger, or interfere in any

manner with the efficient construction, operation, use, inspection, or maintenance of the Pipeline, fittings, cathodic protection equipment, or other appurtenances thereto; *provided, however*, that if Grantee either mows or cuts grass or crops of Grantor, Grantee is responsible for and shall compensate Grantor for such loss.

5.9. Waterlines and Non-Transmission Utility Lines. If the Pipeline crosses a waterline and/or non-transmission utility lines, Grantee shall, at its expense, ensure that the line's depth is either maintained or the line is lowered and protected in a manner reasonably acceptable to Grantor. If waterlines are interrupted, Grantee, at its expense, shall immediately supply water to Grantor until the original water supply has been restored. Before backfilling, Grantee shall determine whether any lines crossed during trenching were damaged during construction. If damage occurs, damaged lines shall be removed and replaced with new lines or repaired to the Grantor's reasonable satisfaction. If relocation of a waterline and/or non-transmission utility line is necessary, Grantee shall work directly with Grantor to determine proper location. Subsequent to construction and installation of the Pipeline, if Grantor intends to construct or repair a water or other line within the Easement Area, Grantee shall expose the Pipeline, exposing the top of the pipeline down to two feet (2') below the pipeline and three feet (3') to each side of the pipeline and backfilling the trench to accommodate said pipeline in a timely manner.

5.10. Notice to Grantor of Suits and Actions. Grantee agrees to promptly notify Grantor of any and all pending actions, suits, or proceedings, whether civil, criminal, administrative, or investigative in nature, involving or with regard to the Property.

5.11. Cultural, Archeological or Paleontological Resources. Grantee acknowledges that, except as disclosed in writing by Grantor, neither Grantor nor any of its employees, agents, officers, directors or representatives has made any representations, warranties, or agreements to or with Grantee as to the location of any gravesite, cultural, archaeological, or paleontological resources on the Property. To the extent lawfully required, Grantee shall consult with the federal or state authorities regarding the existence of cultural, archaeological, or paleontological resources located on the Property. Grantee shall comply in all material respects with all laws, ordinances, statutes, orders and regulations of any governmental agency with regard to the location, identification, excavation, removal, disposition, or disturbance of any cultural, archaeological, or paleontological resources. If paleontological or significant and eligible cultural or archaeological resources are discovered by Grantee, Grantee shall promptly notify Grantor and, to the extent lawfully required, all appropriate governmental agencies. Construction activities shall cease on that portion of the Easement Area and Temporary Work Space until any required approvals to recommence construction are obtained from the governmental agency with jurisdiction over the affected resource. Grantee shall make reasonable efforts to avoid the removal of any cultural, archaeological, and paleontological resources on the Property.

Grantee acknowledges that any cultural, archaeological, and paleontological resources discovered on the Property are not the property of the Grantee and shall remain the property of Grantor unless applicable local, state and federal law states otherwise. Information concerning the nature and location of any cultural, archaeological, and paleontological resources shall remain confidential between Grantor and Grantee, to the extent permissible under applicable laws and regulations.

6. Assignment.

6.3. Assignment by Grantor. Grantor, as used herein, shall mean HADLEY BROTHERS, LLP together with his/her/its heirs, executors, personal representatives, successors and assigns. With respect to Grantor's covenants and agreements under this Agreement, the term Grantor shall be limited to mean and include only the owner or owners of the fee title to the Property at the time in question and any successors, assigns or heirs.

6.4. Assignment by Grantee. The rights granted herein to Grantee may be assigned freely by Grantee in whole, but not in part. In the event of an assignment by Grantee, Grantor shall be provided notice of the assignee within ninety (90) days thereafter. Any such assignment, conveyance, transfer, lease, or sublease of this Agreement made for the purpose of avoiding any obligations of Grantee, including but not limited to financial obligations, indemnification, and reclamation obligations, shall be void.

7. Termination and Removal.

7.3. Removal. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, as soon as practicable thereafter, or within any period prescribed by applicable law or regulation, unless otherwise mutually agreed upon, (a) remove from the Property all above-grade improvements and other personal property owned, located, installed or constructed by or on behalf of Grantee, (b) leave the surface of the Property free from debris arising from the foregoing or from the operations or activities of Grantee, and (c) otherwise reclaim any portion of the Property disturbed by Grantee to a condition reasonably similar to its original condition.

7.4. Release of Agreement. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, at Grantor's request, execute, acknowledge, and record a Release of Easement, to Grantor or Grantor's successor in interest, as the case may be. If Grantee determines that it no longer needs the rights granted herein as a result of a reroute of the Pipeline, Grantee shall provide notice thereof to Grantor and Grantee, at Grantor's request, shall execute, acknowledge and record a Release of Easement.

7.5. Abandonment of Pipeline. Abandonment of the Pipeline and the Easement shall occur if Grantee fails to complete construction and installation of the Pipeline within ten (10) years of the Effective Date. Abandonment of the Pipeline and the Easement shall also occur if Grantee ceases to operate or maintain the Pipeline for the transportation of the Product for a period of five (5) consecutive years. Abandonment of the Pipeline shall not under any circumstance entitle Grantee to a refund of all or part of any compensation previously paid to Grantor. Grantee shall notify Grantor as soon as practicable of any intent to abandon the Pipeline. Upon the abandonment of the Pipeline, Grantee shall either: (i) with Grantor's consent, remove the Pipeline from the Property with full reclamation of the Easement Area; or (ii) abandon the Pipeline in place in accordance with all applicable regulations and laws. The indemnity provisions hereof shall survive the expiration or termination of this Agreement and shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provision of a valid insurance policy and shall inure to the benefit of Grantor and any successor and assignee of Grantor and shall be binding upon Grantee, its successors and assigns.

8. Grantor's Liability. Grantor shall be liable to Grantee only for damage to Grantee resulting from Grantor's intentional acts, willful misconduct, negligent acts or omissions. If Grantor so chooses, Grantor can limit its liability by obtaining a broad form comprehensive general liability insurance policy protecting Grantor against loss or liability caused by Grantor's occupation and use of, and activities on, the Property. The policy shall have liability limits of not less than Five Hundred Thousand Dollars (\$500,000.00); provided, however, that in the event Grantor maintains insurance in an amount greater than the minimum required herein Grantor will afford the same coverage to Grantee. The insurance coverage amounts may be satisfied by any combination of primary and excess policies. If such a policy is in effect at the time of an event that may give rise to liability, then Grantor's liability to Grantee, if any, shall be limited to the proceeds of the insurance policy. To the greatest extent allowed under the law, Grantee acknowledges that Grantor shall not be held liable for any act or omission, whether intentional or otherwise, of any of Grantor's employees, agents, representatives, contractors, sublessees, grantees, licensees, invitees, guests or permittees, or any other person or entity that has obtained or hereafter obtains rights or interest from Grantor. Except to the extent arising from Grantor's intentional acts, willful misconduct, negligent acts or omissions, Grantor shall not be liable or responsible for any damage to or release from the Pipeline that occurs as a result of normal and customary farming or livestock management practices, including damage to Grantee's machinery and equipment.

9. All Applicable Regulations. Grantee shall comply with all applicable local, state, and federal permits, conditions, rules, and regulations relating to the Pipeline construction, reclamation, operation, and/or decommissioning and abandonment, whether now existing or enacted, imposed or granted in the future. To the extent that such laws, rules, regulations and/or permits or permit

conditions impose more stringent standards, a greater standard of protection than as set forth in this Agreement, or conflict with the terms of this Agreement, such laws, rules, regulations and/or permits shall govern the relationship of the Parties. Nothing herein constitutes a waiver of Grantor's rights and protections under any applicable permit, law, or regulation, in force now or in the future.

10. Miscellaneous.

10.1. Notice. All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, and shall be delivered personally, by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Grantor:

Hadley Brothers, LLP
3515 Elk River Road
Billings, Montana 59101

If to Grantee:

Denbury Resources
Att: Right of Way Manager
5320 Legacy Drive
Plano, Texas 75024

Notice personally delivered shall be deemed given the day so delivered. Notice given by overnight courier shall be deemed given on the first business day following the date of receipt. Notice mailed as provided herein shall be deemed given on the third business day following the postmarked date. Any Party may change its address for purposes of this subsection by giving written notice of such change to the other Party in the manner provided in this subsection.

10.2. Entire Agreement. Except to the extent otherwise provided herein, this Agreement constitutes the entire agreement between the Parties. No other agreements have been made modifying, adding to, or changing the terms hereof. This Agreement may not be abrogated, modified, rescinded, or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and, when appropriate, duly recorded in the appropriate real property records. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

10.3. Force Majeure. If performance of this Agreement or of any obligation hereunder (other than an obligation to pay any compensation as set forth in the Payment Addendum) is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, Grantee, upon giving written notice to Grantor, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. Grantee shall continue performance hereunder whenever such causes are removed. Force

Majeure shall mean causes beyond the reasonable control of and without the fault or negligence of Grantee, and in any case whereby exercise of due foresight Grantee could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

10.4. Governing Law. This Agreement shall be governed by the laws of the State of North Dakota, and the venue of any action brought concerning the interpretation or enforcement of this Agreement shall be proper in the County in which the Property is located.

10.5. Default. In the event of any default hereunder by Grantee, Grantor shall provide Grantee written notice of the alleged default and Grantee shall have forty five(45) days from the receipt of said notice to cure the default or be diligently pursuing the cure thereof. If after being afforded the right to cure Grantee is still in default and Grantor chooses to file a court proceeding against Grantee, and in such event Grantor prevails in said court proceeding, Grantee agrees to pay for Grantor's reasonable attorney's fees, costs and expenses incurred in connection with the proceeding.

10.6. No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10.7. Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against, either Party.

10.8. Other General Provisions. The covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement, or otherwise give rise to any cause of action in any person or entity not a Party hereto. The duties, obligations; and liabilities of the Parties are intended to be several and not joint or collective. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and easement grantee, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party.

10.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; *provided, however*, that all such counterparts shall together constitute one and the same instrument.

10.10. Invalidity. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

10.11. Warranty of Authority. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

10.12. No Warranty of Title and Acceptance As Is. GRANTOR EXPRESSLY MAKES NO CLAIMS, PROMISES, OR GUARANTEES ABOUT ITS TITLE TO THE EASEMENT AREA OR THE UNDERLYING LANDS. NO WARRANTY OF ANY KIND, WHETHER IMPLIED, EXPRESSED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF TITLE, IS GIVEN WITH RESPECT TO GRANTOR'S PURPORTED OWNERSHIP OF THE EASEMENT AREA OR THE UNDERLYING LANDS. GRANTEE SHALL CONDUCT A TITLE REVIEW TO DETERMINE IF THERE ARE ANY TITLE DEFECTS THAT WOULD AFFECT GRANTEE'S ABILITY TO USE THE EASEMENT AREA AS INTENDED AND THE RISK, COST, AND EXPENSE OF A TITLE FAILURE SHALL REST WITH GRANTEE. MOREOVER, GRANTEE ACKNOWLEDGES AND AGREES THAT THE EASEMENT AREA IS ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT PHYSICAL CONDITIONS, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO.

10.13. Relationship of Parties. Grantee and Grantor shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14. Grantee's Employees. Grantee shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform Grantee's obligations under this Agreement, including all federal, state, and local income, social security, payroll, and employment taxes, and statutorily mandated workers' compensation coverage. None of the persons employed by Grantee, or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee, guest, or permittee of Grantee, shall be considered employees of Grantor for any purpose; nor shall Grantee

represent to any person or entity that Grantee shall become an employee or agent of Grantor.

10.15. Good Faith and Fair Dealing; Reasonableness. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval, or similar action shall be in writing and not be unreasonably withheld, conditioned, delayed or denied, and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

10.16. Cooperation. The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

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EXHIBIT "A"

CH.ND.BO.0011.000

DESCRIPTION OF PROPERTY

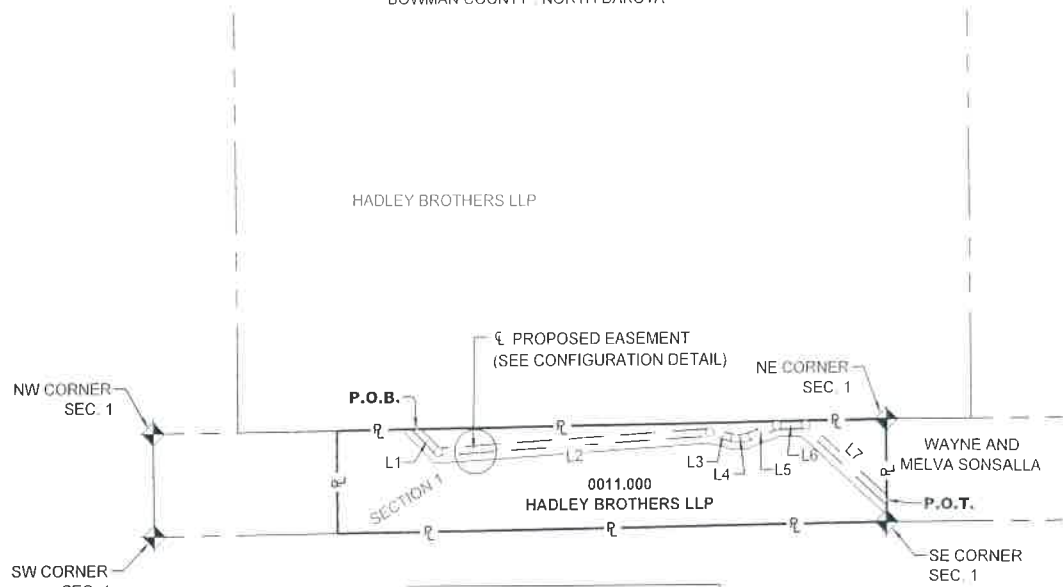
- Pt. of Section 1, Township 132 North, Range 107 West of the 5th P.M.

Total Rods Easement 222.2 rods

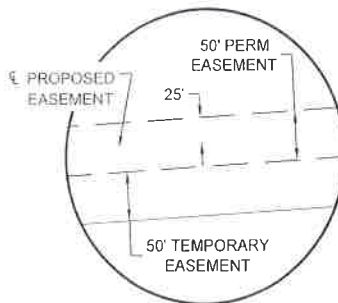
Total Acres ATWS 4.31 Acres

EXHIBIT "A"

PART OF SECTION 1, TOWNSHIP 132 NORTH, RANGE 107 WEST, OF THE 5TH P.M.
BOWMAN COUNTY, NORTH DAKOTA



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 45° 22' 00" E	221.63'
L2	N 86° 25' 06" E	1,961.74'
L3	S 75° 59' 52" E	186.17'
L4	N 87° 55' 30" E	71.42'
L5	N 69° 58' 29" E	242.11'
L6	N 89° 17' 19" E	207.98'
L7	S 48° 57' 16" E	775.82'



J.H.



CONFIGURATION DETAIL
N T S

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
	POINT OF INTERSECTION
	SECTION CORNER
	SECTION LINE
	EASEMENT CENTERLINE
	EASEMENT LIMITS
	ROAD ROW
	ADJACENT PROPERTY LINE
	GIS PROPERTY LINE

THE CENTERLINE LENGTH OF THE PROPOSED EASEMENT SHOWN HEREON
HADLEY BROTHERS LLP PROPERTY IS 3,667 FEET (222.2 RODS)
THE TOTAL AREA OF THE PROPOSED EASEMENT SHOWN HEREON IS
183,343 SQUARE FEET ±4.21 ACRES
THE TOTAL AREA OF THE TEMPORARY WORKSPACE SHOWN HEREON IS 187,616 SQUARE
FEET ±4.31 ACRES

NOTES:
1. THIS EXHIBIT WAS PREPARED WITHOUT A LIMITED
TITLE CERTIFICATE PROVIDED BY THE CLIENT AND
THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT
RESEARCHED OR SHOWN ANY OTHER EASEMENTS,
RIGHTS-OF-WAY, VARIANCES, AND OR AGREEMENTS
OF RECORD.

2. THIS EXHIBIT IS NOT A SUBDIVISION PLAT, LAND
SURVEY PLAT, OR IMPROVEMENT SURVEY PLAT, AND IS
FOR A PROPOSED LOCATION ONLY.

3. NO SURVEY HAS BEEN COMPLETED IN THIS AREA,
AND ONLY GIS PARCEL INFORMATION HAS BEEN USED
FOR THE PLACEMENT OF THE BOUNDARIES AS SHOWN.

4. BEARINGS SHOWN HEREON WERE ESTABLISHED BY
UTM ZONE 13 NORTH, NAD 83. ALL DISTANCES SHOWN
HEREON ARE GRID DISTANCES AND ARE IN U.S.
SURVEY FEET. TO OBTAIN GROUND DISTANCES,
MULTIPLY DISTANCES SHOWN HEREON BY
1.00040016006.

Denbury

PROPOSED EASEMENT EXHIBIT

HADLEY BROTHERS LLP

PART OF SECTION 1, TOWNSHIP 132 NORTH,
RANGE 107 WEST, OF THE 5TH P.M., BOWMAN COUNTY, NORTH DAKOTA

SCALE: 1"=1000'	DRAWN BY: SHH 12/05/2018	CHECKED BY: RB 12/05/2018	REV: B
ENCOMPASS	ENCOMPASS ENERGY SERVICES 350 INTERLOCKEN BLVD SUITE 250 BROOKFIELD, CO 80501	DWG NO. 15463-1A-01-SULAT-000277-0455-01-REV B	SHEET 1 OF 1

050181

184476

184476 **Fee: \$65.00**
BOWMAN COUNTY, NORTH DAKOTA
Recorded 1/15/2019 at 1:33 PM
Jan Werre, County Recorder
By *Jan Werre*
Return To: WALT ANDERSON
PO BOX 486 EKALAKA MT 59324



EASEMENT AND RIGHT-OF-WAY AGREEMENT

This nonexclusive Easement and Right-of-Way Agreement (this “**Agreement**”) is made, dated and effective as of this 27 day of NOV, 2018 (the “**Effective Date**”), between Bradley A. Duffield, (**Grantor**), and Denbury Green Pipeline – North Dakota, LLC, a limited liability company, organized under the laws of the State of Delaware, (hereafter “**Grantee**”), in light of the following facts and circumstances:

RECITALS

WHEREAS, Grantor owns certain real property located in Bowman County, State of North Dakota, as more particularly described on Exhibit A (the “**Property**”) attached hereto and by this reference made a part hereof;

WHEREAS, Grantee is proposing to construct and operate one 16-inch or less nominal diameter pipeline for the transportation of CO² (hereinafter “**Product**”) and related facilities a portion of which crosses under and upon the Property; and

WHEREAS, Grantee desires to obtain certain easements and rights over the Property, and Grantor desires to grant such easements and rights, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantee (each, a “**Party**” and together, the “**Parties**”) hereby agree as follows:

1. Grant of Easement.

1.1. Grant. Grantor does hereby grant, sell, and convey unto Grantee a nonexclusive easement, right-of-way and right of entry (the “**Easement**”) solely for the purposes of laying, constructing, inspecting, maintaining, operating, replacing within the same location with the same size pipe, repairing and removing one 16-inch or less nominal diameter pipeline, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment, devices and appurtenances reasonably incidental to the construction, operation, marking and maintenance thereof (the “**Pipeline**”), for the transportation of the Product under the Property, on the terms provided herein. Grantee shall have the right of ingress to and egress from the Easement over and across the Easement Area (defined below) and the access points identified on Exhibit B or

as otherwise agreed to by the Parties for access to the Easement and Grantee's Pipeline. The Easement granted herein shall not include the right to construct or install any pump, compressor, or valve stations, or any other aboveground facilities on the Property; rather, the Parties shall execute a separate written agreement for any pump, compressor, or valve stations, or any other aboveground facilities to be installed on the Property.

1.2. Width of Easement. The Easement shall be fifty (50) feet, and no greater than fifty (50) feet, in width, along a route, the location of which is set forth in Exhibit A, attached hereto and by this reference made a part hereof (the "**Easement Area**"). Exhibit A shall be supplemented and replaced by the filing by Grantee of an actual "as built" survey map after construction

1.3. Single Pipeline. Grantee shall install no more than one 16-inch or less diameter pipeline upon or within the Easement Area. Grantee shall have no right to use or sublease the Property for any purpose unrelated to any of the foregoing purposes.

1.4. Construction Right of Way. During the construction of the Pipeline, the easement and right-of-way granted herein shall include areas necessary for construction, construction operations, equipment and materials, as more particularly defined and set forth on Exhibit C attached hereto (the "**Temporary Work Space**"). The width of the Temporary Work Space shall be in addition to the width of the Easement and shall be no greater than fifty (50) feet (*i.e.*, a permanent easement fifty (50) feet in width and a temporary construction easement of fifty (50) feet in width), except that there shall be "Additional Temporary Workspace" at each bore location and each road, ditch, waterway crossing, buried utility crossing and location with uneven terrain, as shown on Exhibit C. Grantee shall stake the outside boundary of the Temporary Work Space during construction. No construction or installation of the Pipeline, nor any other activities or operations of Grantee upon Grantor's property, including pipe storage, shall occur beyond or outside the boundaries of the Temporary Work Space and the Easement Area, unless otherwise agreed to by the Parties. Use of the Temporary Work Space shall permanently expire upon completion of construction of the Pipeline and reclamation of the Temporary Work Space.

1.5. Notice of Location. Following completion of construction, Grantee shall, upon Grantor's request, define the location of the Pipeline within the Easement Area in writing with key GPS coordinates of the Pipeline. Notwithstanding the foregoing, Grantee's definition of the location along with GPS coordinates are provided without warranty, express or implied, as to the accuracy of the data. Further, Grantor's receipt of the location and GPS coordinates of the Pipeline shall in no way limit, modify or alter in any way the obligation of Grantor, its successors, assigns, employees, contractors, invitees, or any other person or entity on the property on behalf of or at the request of

Grantor to make appropriate ONE Calls and to otherwise comply with the terms and conditions contained in this Agreement.

1.6 Entry onto the Property.

(a) During Construction, reclamation/weed control and pipeline maintenance activities Grantee and its officers, agents, employees, contractors, and representatives shall have the right to use existing access roads, as outlined in Exhibit B, for purposes specified of ingress and egress, for all types of vehicular traffic and transportation of equipment and machinery of any and every kind, to, from, and across the Easement. After the completion of construction, Grantee will leave access road for the full benefit, use and enjoyment of Grantor and in, as near as reasonably practicable, the condition existing just prior to Grantee's first use of said access road. Right to access as specified under this Section 1.6 shall expire after five years. Upon expiration of access rights, access will be limited exclusively to the Right-of-Way or as otherwise agreed to in writing between the Parties.

(b) Except in the event of an emergency or as required by applicable laws and or regulations, including but not limited to in response to a line locate (e.g., ONE Call), valve inspections and cathodic protection readings, Grantee shall make reasonable efforts to provide a minimum of twenty-four (24) hours prior notice to Grantor before entering the Property. To minimize risk of damages or operational impacts, however, Grantee shall provide as much advance notice to Grantor as is practicable. During continuous work activities such as construction projects, continuous notification is not required. Grantee shall notify Grantor upon completion of construction.

1.7 Emergency Access to Pipeline. Except in cases of emergency, or as otherwise provided herein, Grantee shall not enter upon the Property beyond the boundaries of the Easement Area without Grantor's prior consent. The determination of what constitutes an emergency is within Grantee's absolute discretion, but is subject to Grantor's right to reasonable compensation for all damages suffered as a result thereof. Grantee shall make reasonable efforts to advise Grantor of the emergency circumstances within twenty-four (24) hours following entry upon the Property.

1.8 Change of Location of Pipeline. Grantor and Grantee acknowledge that the actual location of the Easement Area may change because of various engineering and construction factors. At Grantee's expense, Grantee shall prepare and deliver to Grantor any additional documents needed to correct the legal description of the Easement Area to conform with the actual location of the Pipeline. Prior to or during construction, Grantee need not obtain Grantor's permission to alter the location of the Easement Area or Temporary Work Space so long as the change of location is no greater than fifty (50) feet in any direction. In the event the Easement Area must be moved more than fifty (50) feet in any

direction, Grantee shall obtain written approval from Grantor, which approval shall not be unreasonably withheld. Additional compensation shall be due only if the acreage encumbered increases. Any change in the location of the Pipeline that results in a decrease in the acreage encumbered by the Easement Area shall not result in Grantor being required to reimburse Grantee for any payments already made.

2. Grantor's Reserved Rights.

2.1. Grantor's Rights. Provided it does not materially interfere with or prevent the exercise by Grantee of its rights hereunder or create an actual or potential hazard to the Pipeline or its appurtenances, Grantor reserves for himself, his successors, heirs and assigns, the right to use the Property for any purpose, including agriculture, ranching, farming, grazing of livestock, or any other use which is necessary and incidental to ranching and other agricultural activities; developing surface or subsurface mineral, oil, or gas resources, or any other use which is necessary and incidental thereto; cutting timber; drilling and development of water for commercial or private use; hunting, fishing, and other recreational activities; and to otherwise fully use and enjoy the Property.

(a) Notwithstanding the foregoing, Grantor shall not drill wells, excavate, alter the ground elevation or grade, construct any dam, building, or structure, plant any trees or shrubs, or otherwise create a water impoundment within or over the Easement Area without prior written authorization of Grantee. Any existing structures and improvements located on the Property as of the Effective Date of this Agreement shall be allowed to remain or Grantee shall reasonably compensate Grantor for their replacement. Grantee shall make reasonable efforts not to disturb Grantor's activities on the Property to the extent such activities are consistent with Grantee's rights under this Agreement.

(b) Notwithstanding anything to contrary herein, Grantor shall not i) authorize others to construct any parallel pipeline, powerline or fiber optic line within the 50' Easement Area ii) enter into any agreement, permit, license, easement or other grant within the 50' Easement Area without the express written consent of Grantee.

(c) At the conclusion of construction of the pipeline, Grantor hereby reserves the right to cross the Easement Area and Pipeline at any time with livestock and agricultural equipment necessary to carry out normal and customary farming and ranching of the Property.

(d) Notwithstanding Section 2.1(b), or any other provision in this agreement, Grantor shall have the right to cross the Easement Area with fences and roads provided that (i) the crossings are as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) cover is not removed from over top of the Pipeline, (iv) any fence posts are installed at least five feet (5') from the centerline of the Pipeline, and (v) Grantee

is provided reasonable access to the Easement Area for routine activities (vi) Grantor provides at least two weeks' notice to Grantee before constructing any road crossing the easement.

(e) Grantor shall have the right to cross the Easement Area with waterlines and other utility lines ("Other Lines"), provided that (i) the crossings are as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) cover is not removed from over top of the Pipeline, (iv) Grantee is provided reasonable access to the Easement Area for routine activities (v) Grantor provides at least two weeks' notice to Grantee before constructing any Other lines

(f) Grantee acknowledges and agrees that Grantor's use of the Easement Area as of the Effective Date is compatible and will not interfere with Grantee's intended use of the Property, subject to the provisions hereof. Further, Grantee agrees that the Pipeline will be constructed in a manner to allow the crossing of the Easement Area by livestock and agricultural equipment.

3. Payments to Grantor. In consideration of the Easement and rights granted in this Agreement, Grantee shall pay to Grantor those amounts set forth in that certain Payment Addendum between Grantor and Grantee, dated as of the Effective Date (the "**Payment Addendum**"), which shall not be recorded herewith. If the Payment Addendum requires any ongoing or future payments, it shall be and remain the responsibility of Grantor, or the then record owner of the Property upon which this Easement is located to provide Grantee with prior written notice, in accordance with Section 10.1 of this Agreement, of any change in ownership that will result in a different payee. Until such time that Grantee receives actual notice of the foregoing, Grantee may continue to make any applicable payments to the owner to which it last made payment or it may suspend payment if there is a disagreement as to whom the then current owner is until such disagreement is resolved to Grantee's reasonable satisfaction. Without written notice of an ownership change described above, Grantee shall not have liability for payments made or withheld, as provided herein, and under no circumstances will Grantee be required to make duplicate payments. In the event Grantee fails to make a payment hereunder timely, the matter shall be handled in accordance with Section 10.5 of this Agreement.

4. Liability for Improvements. Grantor shall have no liability for any costs or expenses incurred in connection with the siting, testing, construction, operation, maintenance, or removal of the Pipeline, or any other improvements of any kind made on the Property by Grantee. The rights granted to Grantee hereunder shall not be construed to create any responsibility on the part of Grantor to pay for any improvements, alterations or repairs occasioned by Grantee.

5. Grantee's Obligations.

5.1. Contact Information. Before, during, and after construction, Grantee will provide Grantor with a contact number, so that Grantor can inquire about specifics concerning the Pipeline, including its construction and operation.

5.2. Construction Liens. Grantee shall, at all times, keep the Property free and clear of all claims for and/or liens for labor and services performed, and materials, supplies or equipment furnished in connection with Grantee's use of the Property; *provided, however*, that if such a lien is filed against the Property, Grantee shall indemnify and hold Grantor harmless against the consequences thereof.

5.3. Compensation and Indemnity.

(a) Grantee shall reasonably compensate Grantor 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 installation, construction, operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.

(i) 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 Easement Area or the Temporary Work Space be reduced or eliminated by Grantee during the construction, installation, use, operation, maintenance or replacement of the Pipeline, Grantor 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.

(ii) Grantee shall compensate Grantor for any injury or loss to Grantor's livestock resulting from construction or Grantee's operations and/or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the landowner whole.

(iii) In the event that 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 to Grantor (i) the reasonable costs of all fire suppression incurred by Grantor, (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 Grantor's 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 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 by the U.S. Department of Labor Bureau of Labor Statistics.

(b) Grantor agrees to timely notify the appropriate governmental agency of this Easement and its effect on any of Grantor's property enrolled in the Conservation Reserve Program ("CRP") or any substantially similar government program. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the CRP 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.

(c) To the extent allowed by law, except to the extent arising out of the gross negligence, intentional misconduct, or illegal acts of Grantor or the surface occupants, and its successors, assigns, and/or anyone for whom the Grantor is legally responsible, Grantee shall defend, protect, indemnify, and hold harmless Grantor, and pay all costs and expenses, including reasonable attorney's fees actually incurred by Grantor and the surface occupants, from and against any and all judgments, fines, claims, actions, causes of action, penalties, costs, damages, injuries, expenses, or other liability of any kind to the extent arising from, out of, or as a result of any construction or operations, activities (including removal or abandonment of the Pipeline), actions or inactions of Grantee, its parent, subsidiary, and related companies and their officers, directors, employees, shareholders, agents, successors, assigns, attorneys, insurers, contractors, subcontractors, consultants, or any other person or entity acting through or under them, or any of them, including, but not limited to, the negligent, intentional, willful, or wanton exercise of the rights and privileges herein granted. In the event that Grantor or surface occupants shall bring a court proceeding to enforce this Section 5.3(c) (or otherwise reasonably incurs attorney's fees, costs and expenses) to establish the right to indemnity and prevails, Grantee shall reimburse Grantor's attorney's fees, costs, and expenses reasonably incurred in connection with establishing the right to indemnity. For the purpose of this agreement, surface occupants are defined as a lessee or other authorized users of the surface.

(d) Grantee shall reasonably compensate for any damage to real or personal property, whether owned by Grantor or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee,

guest or permittee of Grantor, or any other person or entity that has obtained or hereafter obtains rights or interests from Grantor, which was caused by the operations, activities, actions or inactions of Grantee.

(e) The indemnity provisions herein shall survive the expiration or termination of this Agreement and/or the surrender of the Easement Area to Grantor, shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy, and shall inure to the benefit of Grantor and the surface occupants and any successor and assignee of Grantor or the surface occupants and shall be binding upon Grantee and its successors and assigns.

(f) Grantee agrees to compensate Grantor or the surface occupant (the "**Claimant**") at the rate of One Hundred Dollars (\$100.00) per hour for the time reasonably and necessarily spent by the Claimant (i) in the enforcement of this Agreement which the employees of Grantee or its contractors (the "**Grantee Group**") failed to comply with in the conduct of their activities on the Property in the performance of work on behalf of Grantee; (ii) in response to a specific request by the Grantee Group to the Claimant in the conduct of their activities on the Property (the "**Grantee Group Obligation**"); or (iii) for reasonable actions taken in an emergency situation by the Claimant as a result of Grantee Group's activity on the Property. In cases of an emergency, the Claimant shall take all reasonable and necessary actions to resolve and address the emergency. Following an emergency, the Claimant shall notify the Grantee as soon as is practical. The rate per hour will adjust annually by reference to the "CPI-U" published by the U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index.

5.4. Construction and Reclamation. Grantee shall, at a minimum, and unless otherwise provided herein or by any more stringent applicable law, regulation, permit, or permit condition comply with all provisions and requirements in Grantee's Cedar Creek Anticline Enhanced Oil Recovery Unit Development and CO2 Pipeline Project April 2018 Reclamation, Mitigation, and Monitoring Plan, and April 2018 Noxious Weed Management Plan ("Reclamation and Noxious Weed Management Plan"). A copy of the plan is recorded in the county clerk's office of Fallon County, instrument number 0103604. Grantor shall make reasonable efforts to reasonably avoid vehicular traffic during the reclamation process. Grantee shall ensure that the construction contractor (hereinafter, "Contractor"), all of his subcontractors, and all other persons engaged in the construction and installation of the Pipeline are informed of the terms and conditions set forth in this Agreement.

(a) Following the completion of construction, maintenance, repair, or removal of the Pipeline, Grantee shall remediate the area disturbed by construction as best as practicable to its original preconstruction condition, in accordance with the Reclamation and Noxious Weed Management Plan and all applicable permits, laws and regulations. Reclamation and clean-up along the

Easement Area shall be accomplished in a timely manner, as conditions permit. All reclamation obligations, as set forth herein, are the obligation of Grantee regardless of the circumstances in the releasing of the rights as provided for in this Agreement. Grantee's reclamation obligations shall survive the surrender or earlier termination of this Agreement.

- and 2.7 (b) Irrigation and Drainage. See Reclamation Plan Section 2.2
- 2.9. (c) Trash Clean Up. See Reclamation Plan Section 2.3, 2.7, and
- 4.7. (d) Open Trench. See Reclamation Plan Section 2.3.
- (e) Erosion. See Reclamation Plan Section 2.1., 2.7, 2.8.5, 2.11,
- 2.9. (f) Gates and Fences. See Reclamation Plan Section 2.7, 2.8.6,
- (g) Grantee shall use reasonable efforts to avoid locating the Pipeline in such a manner that requires removal of mature trees. Mature trees are trees that have lived for at least five years.
- 2.7, and 2.8.1. (h) Topsoil. See Reclamation Plan Sections 2.1.7, 2.2, 2.3, 2.6,
- (i) Noxious Weeds. See Noxious Weed Plan
- (j) Seed Mix. See Reclamation Plan Section 2.8.4. Grantee shall consult with Grantor regarding the seed mix that will be used for reclamation.
- (k) Rock Removal. See Reclamation Plan Section 2.8.2.
- (l) Access to Water. See Reclamation Plan Section 2.3.
- (m) Restoration of Temporary Access Routes. See Reclamation Plan Section 2.7.
- (n) Compaction. See Reclamation Plan Section 2.8.1.
- (o) Soil Additives. See Reclamation Plan Section 2.8.3.
- (p) Pet and Firearms. See Reclamation Plan Section 2.9
- (q) Trench Depression. See Reclamation Plan Section 2.11.

(r) Reclamation Standards and Criteria. See Reclamation Plan Section 2.11, 5.0. The Parties may agree to alternative Reclamation Standards and Criteria whenever requested by Grantor. Grantee agrees to limit the dissemination of any information it obtains during reclamation to those agencies, other governing bodies and persons necessary in order to obtain the authorizations required.

(s) Wetlands. See Reclamation Plan Section 3.0.

(t) Streams and Waterbodies. See Reclamation Plan Section 4.0.

(u) Waterbody Crossing Methods. See Reclamation Plan Section 4.4.

(v) Stabilization and Restoration of Stream Banks and Slopes. See Reclamation Plan Section 4.11.

5.5. Depth of Pipeline. Grantee agrees to bury and maintain the Pipeline to a minimum depth of forty-eight inches (48") except for in consolidated rock where the Pipeline will be buried and maintained to a minimum depth of thirty inches (30").

5.6. Location of Above Ground Facilities. Grantee will abide by all applicable laws and regulations with respect to the construction, installation, use, operation, maintenance, or replacement of the Pipeline. Grantee agrees to make reasonable efforts to locate aboveground installations (other than pipeline markers, corrosion protection test lead posts, and appropriate safety signage) adjacent to lot lines and as near as practicable to public road allowances, and in any event will comply with all applicable laws and regulations.

5.7. Hazardous Materials. Grantee at its expense shall comply with all applicable federal, state, and local laws, regulations, and ordinances governing Hazardous Materials. Hazardous Materials shall mean hazardous or toxic materials, wastes, substances, and/or pollutants, as defined or identified in federal, state, or local laws, rules, or regulations, whether now existing or hereinafter enacted. Grantee shall not use the Property for treatment, emission, release, discharge, or disposal of Hazardous Materials. In the event of any emission, discharge, or release of any Hazardous Materials, Grantee shall promptly undertake all environmental remediation required by applicable laws, rules, and/or regulations, and comply with orders, directives, or mandates of any local, state, or federal governmental or quasi-governmental authority having jurisdiction over pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, regulated, toxic, or hazardous substances into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). Grantee's obligations under this Section shall survive the expiration or termination of this Agreement and/or the Easement.

5.8. Easement Area Maintenance. Grantee shall have the right to cut, keep clear, and remove all trees, brush, or shrubbery in the Easement Area that are reasonably deemed by Grantee to injure, endanger, or interfere in any manner with the efficient construction, operation, use, inspection, or maintenance of the Pipeline, fittings, cathodic protection equipment, or other appurtenances thereto; *provided, however*, that if Grantee either mows or cuts grass or crops of Grantor, Grantee is responsible for and shall compensate Grantor for such loss.

5.9. Waterlines and Non-Transmission Utility Lines. If the Pipeline crosses a waterline and/or non-transmission utility lines, Grantee shall, at its expense, ensure that the line's depth is either maintained or the line is lowered and protected in a manner reasonably acceptable to Grantor. If waterlines are interrupted, Grantee, at its expense, shall immediately supply water to Grantor until the original water supply has been restored. Before backfilling, Grantee shall determine whether any lines crossed during trenching were damaged during construction. If damage occurs, damaged lines shall be removed and replaced with new lines or repaired to the Grantor's reasonable satisfaction. If relocation of a waterline and/or non-transmission utility line is necessary, Grantee shall work directly with Grantor to determine proper location. Subsequent to construction and installation of the Pipeline, if Grantor intends to construct or repair a water or other line within the Easement Area, Grantee shall expose the Pipeline, exposing the top of the pipeline down to two feet (2') below the pipeline and three feet (3') to each side of the pipeline and backfilling the trench to accommodate said pipeline in a timely manner.

5.10. Notice to Grantor of Suits and Actions. Grantee agrees to promptly notify Grantor of any and all pending actions, suits, or proceedings, whether civil, criminal, administrative, or investigative in nature, involving or with regard to the Property.

5.11. Cultural, Archeological or Paleontological Resources. Grantee acknowledges that, except as disclosed in writing by Grantor, neither Grantor nor any of its employees, agents, officers, directors or representatives has made any representations, warranties, or agreements to or with Grantee as to the location of any gravesite, cultural, archaeological, or paleontological resources on the Property. To the extent lawfully required, Grantee shall consult with the federal or state authorities regarding the existence of cultural, archaeological, or paleontological resources located on the Property. Grantee shall comply in all material respects with all laws, ordinances, statutes, orders and regulations of any governmental agency with regard to the location, identification, excavation, removal, disposition, or disturbance of any cultural, archaeological, or paleontological resources. If paleontological or significant and eligible cultural or archaeological resources are discovered by Grantee, Grantee shall promptly notify Grantor and, to the extent lawfully required, all appropriate governmental agencies. Construction activities shall cease on that portion of the Easement Area

and Temporary Work Space until any required approvals to recommence construction are obtained from the governmental agency with jurisdiction over the affected resource. Grantee shall make reasonable efforts to avoid the removal of any cultural, archaeological, and paleontological resources on the Property. Grantee acknowledges that any cultural, archaeological, and paleontological resources discovered on the Property are not the property of the Grantee and shall remain the property of Grantor unless applicable local, state and federal law states otherwise. Information concerning the nature and location of any cultural, archaeological, and paleontological resources shall remain confidential between Grantor and Grantee, to the extent permissible under applicable laws and regulations.

6. Assignment.

6.3. Assignment by Grantor. Grantor, as used herein, shall mean between Bradley A. Duffield, together with his/her/its heirs, executors, personal representatives, successors and assigns. With respect to Grantor's covenants and agreements under this Agreement, the term Grantor shall be limited to mean and include only the owner or owners of the fee title to the Property at the time in question and any successors, assigns or heirs.

6.4. Assignment by Grantee. The rights granted herein to Grantee may be assigned freely by Grantee in whole, but not in part. In the event of an assignment by Grantee, Grantor shall be provided notice of the assignee within ninety (90) days thereafter. Any such assignment, conveyance, transfer, lease, or sublease of this Agreement made for the purpose of avoiding any obligations of Grantee, including but not limited to financial obligations, indemnification, and reclamation obligations, shall be void.

7. Termination and Removal.

7.3. Removal. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, as soon as practicable thereafter, or within any period prescribed by applicable law or regulation, unless otherwise mutually agreed upon, (a) remove from the Property all above-grade improvements and other personal property owned, located, installed or constructed by or on behalf of Grantee, (b) leave the surface of the Property free from debris arising from the foregoing or from the operations or activities of Grantee, and (c) otherwise reclaim any portion of the Property disturbed by Grantee to a condition reasonably similar to its original condition.

7.4. Release of Agreement. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, at Grantor's request, execute, acknowledge, and record a Release of Easement, to Grantor or Grantor's successor in interest, as the case may be. If

Grantee determines that it no longer needs the rights granted herein as a result of a reroute of the Pipeline, Grantee shall provide notice thereof to Grantor and Grantee, at Grantor's request, shall execute, acknowledge and record a Release of Easement.

7.5. Abandonment of Pipeline. Abandonment of the Pipeline and the Easement shall occur if Grantee fails to complete construction and installation of the Pipeline within ten (10) years of the Effective Date. Abandonment of the Pipeline and the Easement shall also occur if Grantee ceases to operate or maintain the Pipeline for the transportation of the Product for a period of five (5) consecutive years. Abandonment of the Pipeline shall not under any circumstance entitle Grantee to a refund of all or part of any compensation previously paid to Grantor. Grantee shall notify Grantor as soon as practicable of any intent to abandon the Pipeline. Upon the abandonment of the Pipeline, Grantee shall either: (i) with Grantor's consent, remove the Pipeline from the Property with full reclamation of the Easement Area; or (ii) abandon the Pipeline in place in accordance with all applicable regulations and laws. The indemnity provisions hereof shall survive the expiration or termination of this Agreement and shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provision of a valid insurance policy and shall inure to the benefit of Grantor and any successor and assignee of Grantor and shall be binding upon Grantee, its successors and assigns.

8. Grantor's Liability. Grantor shall be liable to Grantee only for damage to Grantee resulting from Grantor's intentional acts, willful misconduct, negligent acts or omissions. If Grantor so chooses, Grantor can limit its liability by obtaining a broad form comprehensive general liability insurance policy protecting Grantor against loss or liability caused by Grantor's occupation and use of, and activities on, the Property. The policy shall have liability limits of not less than Five Hundred Thousand Dollars (\$500,000.00); provided, however, that in the event Grantor maintains insurance in an amount greater than the minimum required herein Grantor will afford the same coverage to Grantee. The insurance coverage amounts may be satisfied by any combination of primary and excess policies. If such a policy is in effect at the time of an event that may give rise to liability, then Grantor's liability to Grantee, if any, shall be limited to the proceeds of the insurance policy. To the greatest extent allowed under the law, Grantee acknowledges that Grantor shall not be held liable for any act or omission, whether intentional or otherwise, of any of Grantor's employees, agents, representatives, contractors, sublessees, grantees, licensees, invitees, guests or permittees, or any other person or entity that has obtained or hereafter obtains rights or interest from Grantor. Except to the extent arising from Grantor's intentional acts, willful misconduct, negligent acts or omissions, Grantor shall not be liable or responsible for any damage to or release from the Pipeline that occurs as a result of normal and customary farming or livestock management practices, including damage to Grantee's machinery and equipment.

9. All Applicable Regulations. Grantee shall comply with all applicable local, state, and federal permits, conditions, rules, and regulations relating to the Pipeline construction, reclamation, operation, and/or decommissioning and abandonment, whether now existing or enacted, imposed or granted in the future. To the extent that such laws, rules, regulations and/or permits or permit conditions impose more stringent standards, a greater standard of protection than as set forth in this Agreement, or conflict with the terms of this Agreement, such laws, rules, regulations and/or permits shall govern the relationship of the Parties. Nothing herein constitutes a waiver of Grantor’s rights and protections under any applicable permit, law, or regulation, in force now or in the future.

10. Miscellaneous.

10.1. Notice. All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, and shall be delivered personally, by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Grantor:

Bradley A. Duffield,
207 5th Ave NW
Bowman, ND 58623

If to Grantee:

Denbury Resources
Att: Right of Way Manager
5320 Legacy Drive
Plano, Texas 75024

Notice personally delivered shall be deemed given the day so delivered. Notice given by overnight courier shall be deemed given on the first business day following the date of receipt. Notice mailed as provided herein shall be deemed given on the third business day following the postmarked date. Any Party may change its address for purposes of this subsection by giving written notice of such change to the other Party in the manner provided in this subsection.

10.2. Entire Agreement. Except to the extent otherwise provided herein, this Agreement constitutes the entire agreement between the Parties. No other agreements have been made modifying, adding to, or changing the terms hereof. This Agreement may not be abrogated, modified, rescinded, or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and, when appropriate, duly recorded in the appropriate real property records. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

10.3. Force Majeure. If performance of this Agreement or of any obligation hereunder (other than an obligation to pay any compensation as set forth in the Payment Addendum) is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, Grantee, upon giving written notice to Grantor, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. Grantee shall continue performance hereunder whenever such causes are removed. Force Majeure shall mean causes beyond the reasonable control of and without the fault or negligence of Grantee, and in any case whereby exercise of due foresight Grantee could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

10.4. Governing Law. This Agreement shall be governed by the laws of the State of North Dakota, and the venue of any action brought concerning the interpretation or enforcement of this Agreement shall be proper in the County in which the Property is located.

10.5. Default. In the event of any default hereunder by Grantee, Grantor shall provide Grantee written notice of the alleged default and Grantee shall have forty five(45) days from the receipt of said notice to cure the default or be diligently pursuing the cure thereof. If after being afforded the right to cure Grantee is still in default and Grantor chooses to file a court proceeding against Grantee, and in such event Grantor prevails in said court proceeding, Grantee agrees to pay for Grantor's reasonable attorney's fees, costs and expenses incurred in connection with the proceeding.

10.6. No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10.7. Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against, either Party.

10.8. Other General Provisions. The covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement, or otherwise give rise to any cause of action in any person or entity not a Party hereto. The duties, obligations; and

liabilities of the Parties are intended to be several and not joint or collective. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and easement grantee, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party.

10.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; *provided, however*, that all such counterparts shall together constitute one and the same instrument.

10.10. Invalidity. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

10.11. Warranty of Authority. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

10.12. No Warranty of Title and Acceptance As Is. GRANTOR EXPRESSLY MAKES NO CLAIMS, PROMISES, OR GUARANTEES ABOUT ITS TITLE TO THE EASEMENT AREA OR THE UNDERLYING LANDS. NO WARRANTY OF ANY KIND, WHETHER IMPLIED, EXPRESSED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF TITLE, IS GIVEN WITH RESPECT TO GRANTOR'S PURPORTED OWNERSHIP OF THE EASEMENT AREA OR THE UNDERLYING LANDS. GRANTEE SHALL CONDUCT A TITLE REVIEW TO DETERMINE IF THERE ARE ANY TITLE DEFECTS THAT WOULD AFFECT GRANTEE'S ABILITY TO USE THE EASEMENT AREA AS INTENDED AND THE RISK, COST, AND EXPENSE OF A TITLE FAILURE SHALL REST WITH GRANTEE. MOREOVER, GRANTEE ACKNOWLEDGES AND AGREES THAT THE EASEMENT AREA IS ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT PHYSICAL CONDITIONS, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO.

10.13. Relationship of Parties. Grantee and Grantor shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14. Grantee's Employees. Grantee shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of

persons to perform Grantee's obligations under this Agreement, including all federal, state, and local income, social security, payroll, and employment taxes, and statutorily mandated workers' compensation coverage. None of the persons employed by Grantee, or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee, guest, or permittee of Grantee, shall be considered employees of Grantor for any purpose; nor shall Grantee represent to any person or entity that Grantee shall become an employee or agent of Grantor.

10.15. Good Faith and Fair Dealing; Reasonableness. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval, or similar action shall be in writing and not be unreasonably withheld, conditioned, delayed or denied, and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

10.16. Cooperation. The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, Grantee has executed this Agreement as of the 16th
day of October, 2018.

GRANTEE:

Print: David Anderson

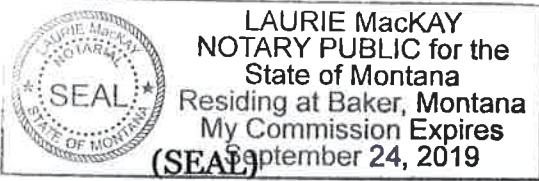
Sign: *David Anderson*

Its: Right of Way Manager

STATE OF MONTANA)
) ss
COUNTY OF FALLON)

On this the 16th day of October, 2018, before me, the undersigned officer, personally appeared David Anderson, Right of Way Manager, for Denbury Resources, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Laurie Mackay
Notary Public

My Commission Expires: 9/24/2018

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the 27th day of November, 2018.

GRANTOR

Name: Bradley A. Duffield

Sign: Bradley A. Duffield

STATE OF North Dakota)
) ss
COUNTY OF McKenzie)

On this the 27th day of November, 2018, before me, the undersigned officer, personally appeared Bradley A. Duffield, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

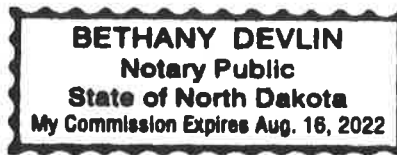
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Bethany Devlin

Notary Public

(SEAL)

My Commission Expires: 8/16/22



184476

EXHIBIT "C"

CH.ND.BO.0013.000 and CH.ND.BO.0016.000

DESCRIPTION OF PROPERTY

Pt. N2NW4, W2NE4, , SE4NE4, NE4SE4 Section 7, S2SW4NW4, N2NW4SW4, E2SE4, Section 8,
Township 132 North, Range 106 West , Bowman County, North Dakota

TOTAL RODS EASEMENT	412.73 RODS
TOTAL ACRES TEMPORARY WORK SPACE	7.82 ACRES
TOTAL ACRES ATWS	0.00 ACRES
TOTAL MILES ACESS ROADS	0.00 MILES



SECTION 7 TOWNSHIP 132 NORTH, RANGE 106 WEST
DISTANCE 250.61 RODS

 Proposed pipeline

TRACT NUMBER: CH.ND.BO.0019.000

SECOND AMENDMENT TO EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF NORTH DAKOTA §
 §
COUNTY OF BOWMAN §

This SECOND AMENDMENT TO EASEMENT AND RIGHT-OF-WAY AGREEMENT (“Second Amendment”), dated July 15, 2021, is by and between DANIEL J. FISCHER AND JOANNE I. FISCHER, husband and wife, (“Grantor,” **whether one or more**) whose address is P.O. Box 59, Marmarth, North Dakota 58643 and DENBURY GREEN PIPELINE-NORTH DAKOTA, LLC, a Delaware limited liability company (“Grantee”) whose address is 5851 Legacy Circle, Suite 1200, Plano, Texas 75024.

WHEREAS, Grantor and Grantee entered into that certain Easement and Right-of-Way Agreement dated October 1, 2018 (the “Effective Date”) recorded as Document Number 184477 of the Official Public Records of Bowman County, North Dakota (**the “Agreement”**); and into that certain Amendment to Easement and Right-of-Way Agreement dated October 1, 2018 (the “Effective Date”) recorded as Document Number 184969 of the Official Public Records of Bowman County, North Dakota (**the “Amendment”**); and

WHEREAS, due to engineering and construction factors, Grantee needs to move a portion of the pipeline route that crosses Grantor’s land by more than fifty (50) feet from the pipeline route described in the Agreement and depicted on the Exhibit “A” attached thereto; and

WHEREAS, the Agreement will need to be amended to show these changes to the Easement Area (as defined in the Agreement), the Exhibit “A”, and the temporary work spaces along the pipeline route; and

WHEREAS, pursuant to paragraph 1.8 of the Agreement, Grantee is to notify Grantor and obtain approval for any changes to the Easement Area and the corresponding temporary work spaces that are moved more than fifty (50) feet in any direction from the original route; and

WHEREAS, this Second Amendment is intended clarify the changes to the Easement Area and the temporary work spaces, to confirm Grantor’s approval of these changes, and to amend the Agreement to specifically include the new portions of the Easement Area, the temporary work spaces, and the Exhibit “A”.

NOW, THEREFORE, in consideration of TEN and NO/100 (\$10.00) DOLLARS in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree and approve as follows:

1. The Easement Area, the corresponding temporary work spaces, and the Exhibit “A” of the Agreement are hereby amended to reflect and include the new portions of the pipeline route, which are

more specifically described and depicted on the attached Exhibit "A" to this Second Amendment. The unchanged portions of the Easement Area and the temporary work spaces described in the Agreement shall remain in full force and effect.

2. Grantor hereby approves and ratifies these changes and additions to the pipeline route, the Easement Area, the temporary work spaces, and the Exhibit A of the Agreement and described herein.

3. The Agreement, and any and all other agreements, documents or instruments now or hereafter executed and delivered are hereby amended so that any reference to the Agreement shall mean a reference to the Agreement as amended by this Second Amendment.

4. Except as described herein, all other terms and conditions of the Agreement, including the portions of the Easement Area and the corresponding temporary work spaces that did not change, shall remain in full force and effect and Grantor and Grantee hereby ratify, confirm, and approve same.

5. Grantor and Grantee agree that the Agreement, as hereby amended, shall continue to be legal, binding, valid and enforceable in accordance with its terms. The parties further agree that the Agreement shall not be further amended except as provided and permitted under the Agreement.

6. THE AGREEMENT, AS AMENDED HEREBY, REPRESENTS THE ENTIRE EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF ON THE DATE THIS SECOND AMENDMENT IS EXECUTED. THE AGREEMENT, AS AMENDED HEREBY, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7. All the terms, provisions, covenants, obligations, indemnities, representations, warranties and conditions of this Second Amendment shall be covenants running with the land and shall inure to the benefit of and be binding upon, and shall be enforceable by, the parties hereto and their respective successors and assigns.

8. This Second Amendment may be executed in multiple counterparts with each separate counterpart consisting of a valid and binding agreement. Each of the undersigned agree that their respective signature pages and acknowledgements may be removed from their respective counterpart and attached to a single original of this Second Amendment. For purposes of this Second Amendment, facsimile or .pdf copies of signature pages shall be deemed originals.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates of the respective acknowledgments annexed hereto, but effective as of the Effective Date described herein.

GRANTOR:

Print: DANIEL J. FISCHER

Sign: *Daniel J. Fischer*

ACKNOWLEDGEMENT

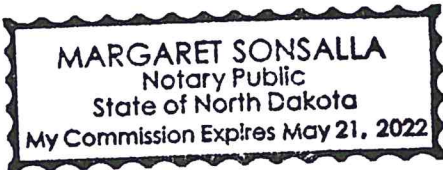
ND
STATE OF ~~MONTANA~~ §
COUNTY OF Slope §

This instrument was acknowledged before me on this 15 day of July, 2021, by **Daniel J. Fischer**.

Margaret Sonsalla
Notary Public

(SEAL)

My Commission Expires: 5-21-2022



IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates of the respective acknowledgments annexed hereto, but effective as of the Effective Date described herein.

GRANTOR:

Print: JOANNE I. FISCHER

Sign: Joanne I. Fischer

ACKNOWLEDGEMENT

STATE OF MONTANA §

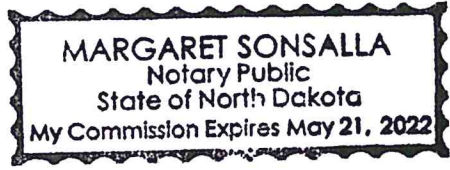
COUNTY OF Golden §

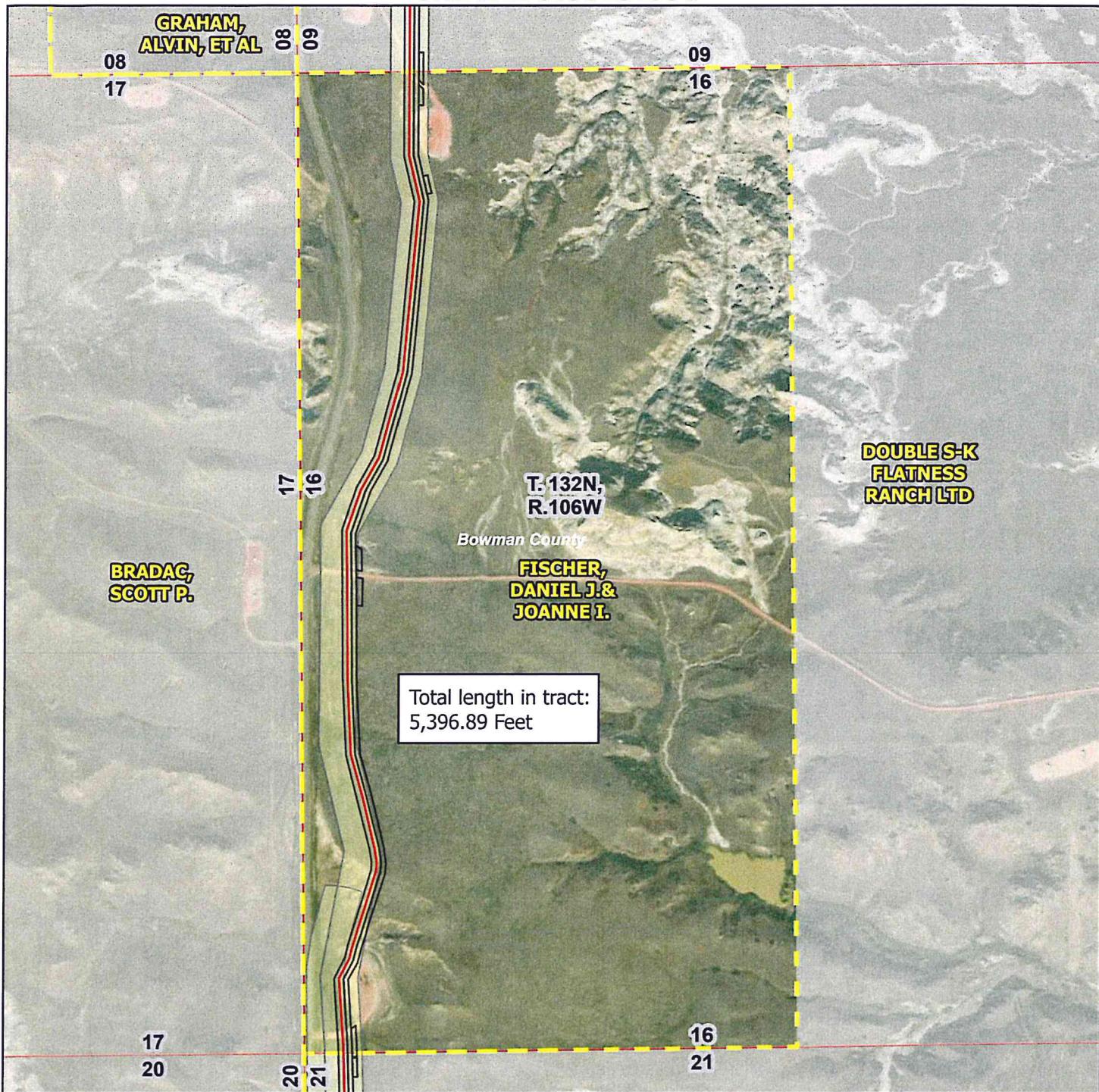
This instrument was acknowledged before me on this 15 day of July, 2021, by **Joanne I. Fischer.**

Margaret Sonsalla
Notary Public

(SEAL)

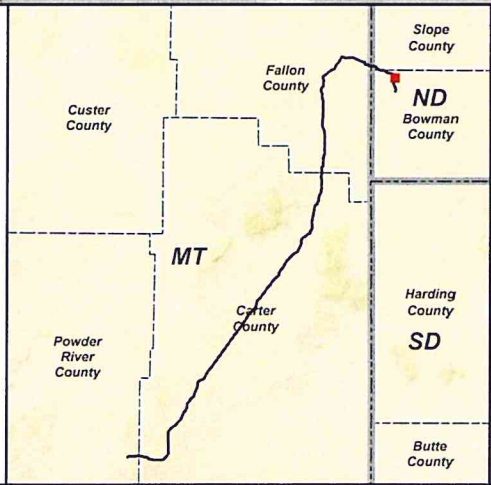
My Commission Expires: 5-21-2022





CHSU - Proposed Reroute

- Project Centerline
- Construction ROW
- Current Survey Corridor
- Tract Boundary
- County Boundary
- Township Boundary (PLSS)
- Section Boundary (PLSS)



Denbury

Cedar Hills South Unit Lateral Project

Proposed Project Change:
Fischer Property Reroute

Page 1 of 1

Coordinate System:
Name: UTM83-13F
Datum: North American 1983
Projection: Transverse Mercator
Page units: Foot US
Imagery Source: USA NAIP (USDA)

0 75 150 300 Meters

0 235 470 940 Feet

1:9,375

Date: 7/12/2021

**AMENDMENT TO EASEMENT AND
RIGHT-OF-WAY AGREEMENT**

This AMENDMENT TO EASEMENT AND RIGHT-OF-WAY AGREEMENT (the "**Amendment**") is made effective as of the date listed herein by and between **DENBURY GREEN PIPELINE-NORTH DAKOTA, LLC** ("**Grantee**") whose address is 5320 Legacy Dr., Plano, Texas 75024 and **DANIEL J. AND JOANNE I. FISCHER** whose address is P.O. Box 59, Marmarth, North Dakota 58643 ("**Grantor**").

WHEREAS, Grantor and Grantee (the "**Parties**") entered into that certain Easement and Right-of-Way Agreement (the "**Easement**") dated and effective as of October 1, 2018 (the "**Effective Date**") and recorded as Document Number 184477 of the records of the Recorder of Bowman County, North Dakota; and

WHEREAS, the Parties wish to amend the Easement by replacing the existing Exhibit A with a certified plat of the Easement Area from a Registered Professional Land Surveyor in the State of North Dakota; and

WHEREAS, the sole purpose of the Amendment is to more clearly define the agreed upon Easement Area identified in Exhibit A to the Easement; and

WHEREAS, paragraph 1.8 of the Easement gives Grantee the authority to unilaterally make changes to the location of the Easement Area not greater than fifty (50) feet in any direction; and

WHEREAS, the Amendment is not intended to make changes to the agreed upon Easement Area but to clarify the Easement Area with a certified plat. To the extent any changes to the Easement Area have been made, they are de minimus, and in all cases, not greater than fifty (50) feet in any direction.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Easement is hereby amended as follows:

1. REPLACEMENT OF EXHIBIT A. Exhibit A from the original Easement shall now be replaced with Exhibit A attached hereto to more accurately reflect the location of the Easement Area.
2. The Easement, and any and all other agreements, documents or instruments now or hereafter executed and delivered are hereby amended so that any reference to the Easement shall mean a reference to the Easement as amended by this Amendment.
3. Except as described herein, all other terms and conditions of the Easement shall remain in full force and effect.

- 4. THE EASEMENT, AS AMENDED HEREBY, REPRESENTS THE ENTIRE EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF ON THE DATE THIS AMENDMENT IS EXECUTED. THE EASEMENT, AS AMENDED HEREBY, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
- 5. All the terms, provisions, covenants, obligations, indemnities, representations, warranties and conditions of this Amendment shall be covenants running with the land and shall inure to the benefit of and be binding upon, and shall be enforceable by, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates of the respective acknowledgments annexed hereto, but effective as of the Effective Date.

GRANTEE:

Print: John E. Filiatrault

Sign: 

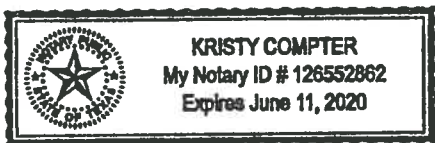
Its: Senior Vice President - Operations Services

STATE OF TEXAS)
) ss
 COUNTY OF COLLIN)

On this the 11th day of July, 2019, before me, the undersigned officer, personally appeared John E. Filiatrault, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



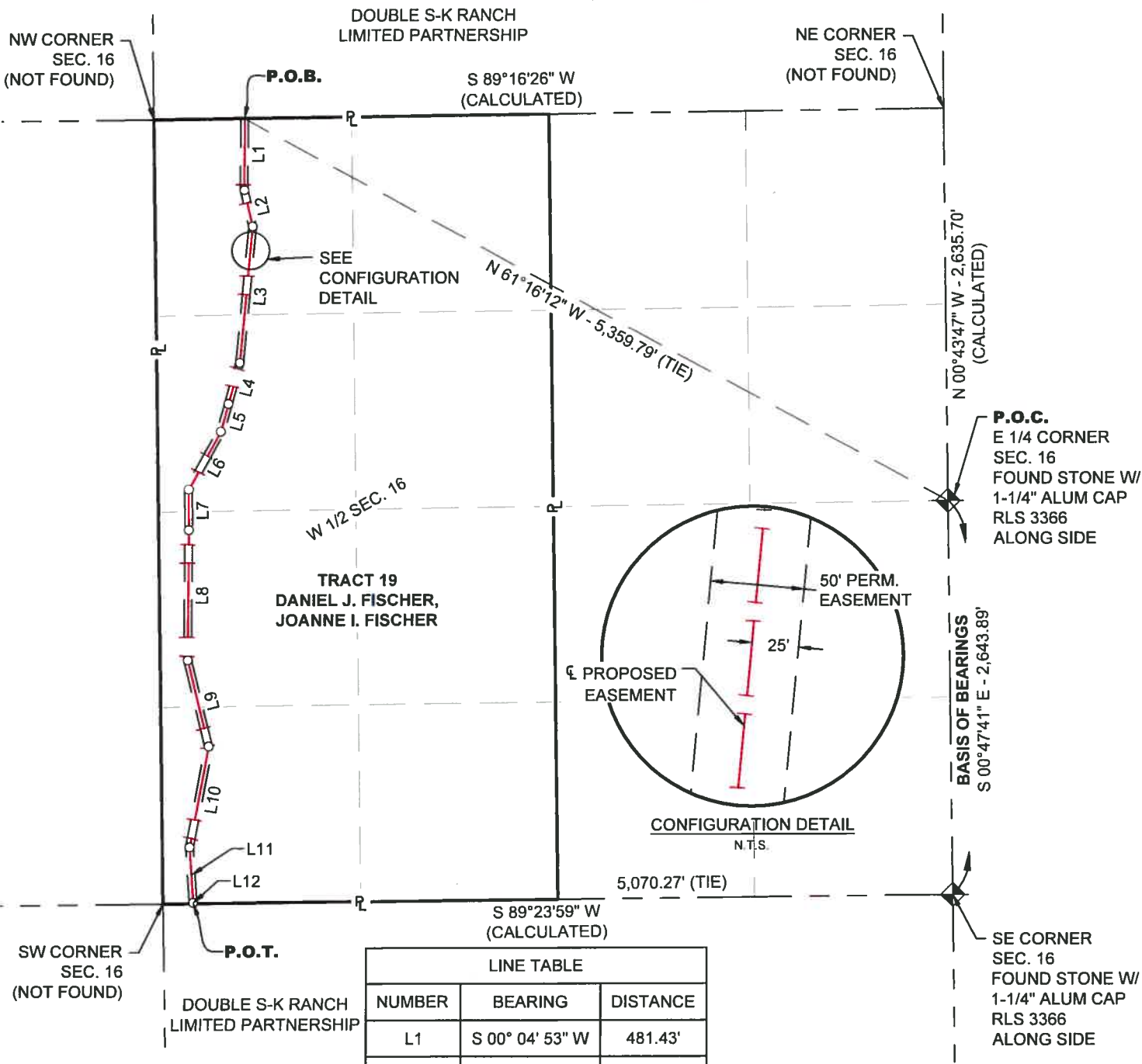

 Notary Public

My Commission Expires: 06/11/2020

EXHIBIT "A"

184969

PART OF THE W 1/2 OF SECTION 16, TOWNSHIP 132 NORTH, RANGE 106 WEST, OF THE 5TH P.M.
BOWMAN COUNTY, NORTH DAKOTA

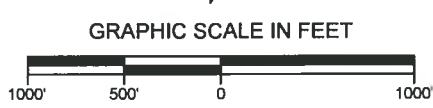


TRACT 19
DANIEL J. FISCHER,
JOANNE I. FISCHER

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 00° 04' 53" W	481.43'
L2	S 12° 49' 56" E	251.59'
L3	S 05° 15' 47" W	921.50'
L4	S 15° 06' 34" W	287.91'
L5	S 15° 00' 39" W	192.38'
L6	S 28° 59' 17" W	441.34'
L7	S 00° 26' 27" E	271.78'
L8	S 00° 23' 23" W	876.02'
L9	S 13° 37' 44" E	596.26'
L10	S 10° 32' 42" W	686.70'
L11	S 03° 38' 10" E	373.21'
L12	S 01° 33' 39" E	4.13'

LEGEND

- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT
- P.O.T.** POINT OF TERMINUS
- o ANGLE POINT
- ◆ SECTION CORNER
- SECTION LINE
- INTERIOR SECTION LINE
- EASEMENT CENTERLINE
- EASEMENT LIMITS
- TEMPORARY EASEMENT
- ADJACENT PROPERTY LINE
- PROPERTY LINE



THE CENTERLINE LENGTH OF THE PROPOSED EASEMENT SHOWN HEREON THE DANIEL J. FISCHER, JOANNE I. FISCHER PROPERTY IS 5,384 FEET (326.3 RODS).

THE TOTAL AREA OF THE PROPOSED EASEMENT SHOWN HEREON IS 269,212 SQUARE FEET ±6.18 ACRES.

- NOTES:
- THIS EXHIBIT & LEGAL DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT. ALL INFORMATION CONCERNING OWNERSHIP & EASEMENTS WAS PROVIDED BY THE CLIENT, THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES, AND OR AGREEMENTS OF RECORD.
 - THIS EXHIBIT & LEGAL DESCRIPTION ARE NOT A SUBDIVISION PLAT, BOUNDARY SURVEY OR CERTIFICATE OF SURVEY, AND IS FOR A PROPOSED LOCATION ONLY.
 - SEE ATTACHED LEGAL DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.
 - BEARINGS SHOWN HEREON WERE ESTABLISHED BY UTM ZONE 13 NORTH, NAD 83. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET.

PROPOSED EASEMENT EXHIBIT

DANIEL J. FISCHER, JOANNE I. FISCHER

PART OF THE W 1/2 OF SECTION 16, TOWNSHIP 132 NORTH,
RANGE 106 WEST, 5TH P.M., BOWMAN COUNTY, NORTH DAKOTA

SCALE: 1"=1000'	DRAWN BY: JG 05/01/2019	CHECKED BY: TC 05/01/2019	REV: 0
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ENCOMPASS ENERGY SERVICES 350 INTERLOCKEN BLVD. SUITE 350 BROOMFIELD, CO. 80021	DWG NO. 43-063-LA-CHSULAT-220-0273-61495-019_REV0	SHEET 1 OF 2
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PARCEL DESCRIPTION

184969

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY DANIEL J. FISCHER, JOANNE I. FISCHER AND IS LOCATED IN A PART OF THE W 1/2 OF SECTION 16, TOWNSHIP 132 NORTH, RANGE 106 WEST, OF THE 5TH PRINCIPAL MERIDIAN, BOWMAN COUNTY, NORTH DAKOTA;

A 50 FEET WIDE EASEMENT, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

CENTERLINE DESCRIPTION

COMMENCING AT THE E 1/2 CORNER OF SAID SECTION 16 (AS MONUMENTED BY A FOUND STONE WITH 1-1/4" ALUMINUM CAP, RLS 3366 ALONG SIDE), FROM WHICH THE SE CORNER OF SAID SECTION 16 (AS MONUMENTED BY A FOUND STONE WITH 1-1/4" ALUMINUM CAP, RLS 3366 ALONG SIDE) BEARS S 00°47'41" E, A DISTANCE OF 2,643.89 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE, N 61°16'12" W, A DISTANCE OF 5,359.79 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE THE FOLLOWING TWELVE (12) COURSES:

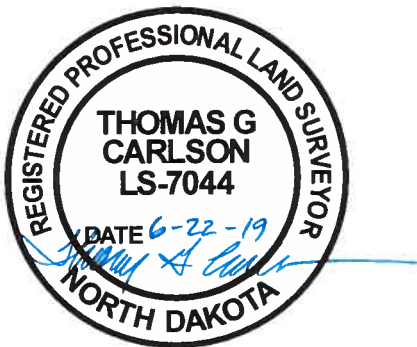
- 1) S 00°04'53" W A DISTANCE OF 481.43 FEET;
- 2) S 12°49'56" E A DISTANCE OF 251.59 FEET;
- 3) S 05°15'47" W A DISTANCE OF 921.50 FEET;
- 4) S 15°06'34" W A DISTANCE OF 287.91 FEET;
- 5) S 15°00'39" W A DISTANCE OF 192.38 FEET;
- 6) S 28°59'17" W A DISTANCE OF 441.34 FEET;
- 7) S 00°26'27" E A DISTANCE OF 271.78 FEET;
- 8) S 00°23'23" W A DISTANCE OF 876.02 FEET;
- 9) S 13°37'44" E A DISTANCE OF 596.26 FEET;
- 10) S 10°32'42" W A DISTANCE OF 686.70 FEET;
- 11) S 03°38'10" E A DISTANCE OF 373.21 FEET;
- 12) S 01°33' 9" E A DISTANCE OF 4.13 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF TERMINUS, FROM WHICH THE SAID SE CORNER OF SECTION 16 BEARS N 89°23'59" E, A DISTANCE OF 5,070.27 FEET.

THE SIDE LINES OF SAID EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 5,384 FEET (326.3 RODS), CONTAINING AN AREA OF 269,212 SQUARE FEET OR 6.18 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT:

I, THOMAS G. CARLSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT THIS IS NOT A SUBDIVISION PLAT, BOUNDARY SURVEY OR A CERTIFICATE OF SURVEY.




THOMAS G. CARLSON, ND RPLS #7044
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

- NOTES:
1. THIS LEGAL DESCRIPTION AND EXHIBIT WAS PREPARED WITHOUT A TITLE COMMITMENT. ALL INFORMATION CONCERNING OWNERSHIP & EASEMENTS WAS PROVIDED BY THE CLIENT. THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES, AND OR AGREEMENTS OF RECORD.
 2. THIS LEGAL DESCRIPTION AND EXHIBIT ARE NOT A SUBDIVISION PLAT, BOUNDARY SURVEY OR CERTIFICATE OF SURVEY, AND IS FOR A PROPOSED LOCATION ONLY.
 3. SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.
 4. BEARINGS SHOWN HEREON WERE ESTABLISHED BY UTM ZONE 13 NORTH, NAD 83. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET.

PROPOSED EASEMENT EXHIBIT			
DANIEL J. FISCHER, JOANNE I. FISCHER			
PART OF THE W 1/2 OF SECTION 16, TOWNSHIP 132 NORTH, RANGE 106 WEST, 5TH P.M., BOWMAN COUNTY, NORTH DAKOTA			
SCALE: NA	DRAWN BY: JG	05/01/2019	CHECKED BY: TC
		05/01/2019	REV: 0
		ENCOMPASS ENERGY SERVICES 350 INTERLOCKEN BLVD SUITE 350 BROOMFIELD, CO. 80021	DWG NO. 43-063-LA-CHSULAT-220-0273-61495-019_REV0
			SHEET 2 OF 2

184969

184969 Fee: \$30.00
BOWMAN COUNTY, NORTH DAKOTA
Recorded 7/30/2019 at 1:51 PM
Jan Werra, County Recorder
By 
Return To: DENBURY ONSHORE
PO BOX 1533 BAKER MT 59313



184477

184477

184477 Fee: \$65.00
BOWMAN COUNTY, NORTH DAKOTA
Recorded 1/15/2019 at 1:43 PM
Jan Werre, County Recorder
By *Jan Werre*
Return To: WALT ANDERSON
PO-BOX 486 EKALAKA MT 59324



184477

EASEMENT AND RIGHT-OF-WAY AGREEMENT

This nonexclusive Easement and Right-of-Way Agreement (this "**Agreement**") is made, dated and effective as of this 1 day of October, 2018 (the "**Effective Date**"), between DANIEL J. AND JOANNE I. FISCHER (**Grantor**"), and Denbury Green Pipeline – North Dakota, LLC, a limited liability company, organized under the laws of the State of Delaware, (hereafter "**Grantee**"), in light of the following facts and circumstances:

RECITALS

WHEREAS, Grantor owns certain real property located in Bowman County, State of North Dakota, as more particularly described on Exhibit A (the "**Property**") attached hereto and by this reference made a part hereof;

WHEREAS, Grantee is proposing to construct and operate one 16-inch or less nominal diameter pipeline for the transportation of CO² (hereinafter "**Product**") and related facilities a portion of which crosses under and upon the Property; and

WHEREAS, Grantee desires to obtain certain easements and rights over the Property, and Grantor desires to grant such easements and rights, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantee (each, a "**Party**" and together, the "**Parties**") hereby agree as follows:

1. Grant of Easement.

1.1. Grant. Grantor does hereby grant, sell, and convey unto Grantee a nonexclusive easement, right-of-way and right of entry (the "**Easement**") solely for the purposes of laying, constructing, inspecting, maintaining, operating, replacing within the same location with the same size pipe, repairing and removing one 16-inch or less nominal diameter pipeline, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment, devices and appurtenances reasonably incidental to the construction, operation, marking and maintenance thereof (the "**Pipeline**"), for the transportation of the Product under the Property, on the terms provided herein. Grantee shall have the right of ingress to and egress from the Easement over and across the Easement Area (defined below) and the access points identified on Exhibit "B" or as otherwise agreed to by the Parties for access to the Easement and Grantee's

Pipeline. The Easement granted herein shall not include the right to construct or install any pump, compressor, or valve stations, or any other aboveground facilities on the Property; rather, the Parties shall execute a separate written agreement for any pump, compressor, or valve stations, or any other aboveground facilities to be installed on the Property.

1.2. Width of Easement. The Easement shall be fifty (50) feet, and no greater than fifty (50) feet, in width, along a route, the location of which is set forth in Exhibit A, attached hereto and by this reference made a part hereof (the "**Easement Area**"). Exhibit A shall be supplemented and replaced by the filing by Grantee of an actual "as built" survey map after construction

1.3. Single Pipeline. Grantee shall install no more than one 16-inch or less diameter pipeline upon or within the Easement Area. Grantee shall have no right to use or sublease the Property for any purpose unrelated to any of the foregoing purposes.

1.4. Construction Right of Way. During the construction of the Pipeline, the easement and right-of-way granted herein shall include areas necessary for construction, construction operations, equipment and materials, as more particularly defined and set forth on Exhibit C attached hereto (the "**Temporary Work Space**"). The width of the Temporary Work Space shall be in addition to the width of the Easement and shall be no greater than fifty (50) feet (*i.e.*, a permanent easement fifty (50) feet in width and a temporary construction easement of fifty (50) feet in width), except that there shall be "Additional Temporary Workspace" at each bore location and each road, ditch, waterway crossing, buried utility crossing and location with uneven terrain, as shown on Exhibit C. Grantee shall stake the outside boundary of the Temporary Work Space during construction. No construction or installation of the Pipeline, nor any other activities or operations of Grantee upon Grantor's property, including pipe storage, shall occur beyond or outside the boundaries of the Temporary Work Space and the Easement Area, unless otherwise agreed to by the Parties. Use of the Temporary Work Space shall permanently expire upon completion of construction of the Pipeline and reclamation of the Temporary Work Space.

1.5. Notice of Location. Following completion of construction, Grantee shall, upon Grantor's request, define the location of the Pipeline within the Easement Area in writing with key GPS coordinates of the Pipeline. Notwithstanding the foregoing, Grantee's definition of the location along with GPS coordinates are provided without warranty, express or implied, as to the accuracy of the data. Further, Grantor's receipt of the location and GPS coordinates of the Pipeline shall in no way limit, modify or alter in any way the obligation of Grantor, its successors, assigns, employees, contractors, invitees, or any other person or entity on the property on behalf of or at the request of Grantor to make appropriate ONE Calls and to otherwise comply with the terms and conditions contained in this Agreement.

1.6 Entry onto the Property.

(a) During Construction, reclamation/weed control and pipeline maintenance activities Grantee and its officers, agents, employees, contractors, and representatives shall have the right to use existing access roads, as outlined in Exhibit B, for purposes specified of ingress and egress, for all types of vehicular traffic and transportation of equipment and machinery of any and every kind, to, from, and across the Easement. After the completion of construction, Grantee will leave access road for the full benefit, use and enjoyment of Grantor and in, as near as reasonably practicable, the condition existing just prior to Grantee's first use of said access road. Right to access as specified under this Section 1.6 shall expire after five years. Upon expiration of access rights, access will be limited exclusively to the Right-of-Way or as otherwise agreed to in writing between the Parties.

(b) Except in the event of an emergency or as required by applicable laws and or regulations, including but not limited to in response to a line locate (e.g., ONE Call), valve inspections and cathodic protection readings, Grantee shall make reasonable efforts to provide a minimum of twenty-four (24) hours prior notice to Grantor before entering the Property. To minimize risk of damages or operational impacts, however, Grantee shall provide as much advance notice to Grantor as is practicable. During continuous work activities such as construction projects, continuous notification is not required. Grantee shall notify Grantor upon completion of construction.

1.7 Emergency Access to Pipeline. Except in cases of emergency, or as otherwise provided herein, Grantee shall not enter upon the Property beyond the boundaries of the Easement Area without Grantor's prior consent. The determination of what constitutes an emergency is within Grantee's absolute discretion, but is subject to Grantor's right to reasonable compensation for all damages suffered as a result thereof. Grantee shall make reasonable efforts to advise Grantor of the emergency circumstances within twenty-four (24) hours following entry upon the Property.

1.8 Change of Location of Pipeline. Grantor and Grantee acknowledge that the actual location of the Easement Area may change because of various engineering and construction factors. At Grantee's expense, Grantee shall prepare and deliver to Grantor any additional documents needed to correct the legal description of the Easement Area to conform with the actual location of the Pipeline. Prior to or during construction, Grantee need not obtain Grantor's permission to alter the location of the Easement Area or Temporary Work Space so long as the change of location is no greater than fifty (50) feet in any direction. In the event the Easement Area must be moved more than fifty (50) feet in any direction, Grantee shall obtain written approval from Grantor, which approval shall not be unreasonably withheld. Additional compensation shall be due only if

the acreage encumbered increases. Any change in the location of the Pipeline that results in a decrease in the acreage encumbered by the Easement Area shall not result in Grantor being required to reimburse Grantee for any payments already made.

2. Grantor's Reserved Rights.

2.1. Grantor's Rights. Provided it does not materially interfere with or prevent the exercise by Grantee of its rights hereunder or create an actual or potential hazard to the Pipeline or its appurtenances, Grantor reserves for himself, his successors, heirs and assigns, the right to use the Property for any purpose, including agriculture, ranching, farming, grazing of livestock, or any other use which is necessary and incidental to ranching and other agricultural activities; developing surface or subsurface mineral, oil, or gas resources, or any other use which is necessary and incidental thereto; cutting timber; drilling and development of water for commercial or private use; hunting, fishing, and other recreational activities; and to otherwise fully use and enjoy the Property.

(a) Notwithstanding the foregoing, Grantor shall not drill wells, excavate, alter the ground elevation or grade, construct any dam, building, or structure, plant any trees or shrubs, or otherwise create a water impoundment within or over the Easement Area without prior written authorization of Grantee. Any existing structures and improvements located on the Property as of the Effective Date of this Agreement shall be allowed to remain or Grantee shall reasonably compensate Grantor for their replacement. Grantee shall make reasonable efforts not to disturb Grantor's activities on the Property to the extent such activities are consistent with Grantee's rights under this Agreement.

(b) Notwithstanding anything to contrary herein, Grantor shall not i) authorize others to construct any parallel pipeline, powerline or fiber optic line within the 50' Easement Area ii) enter into any agreement, permit, license, easement or other grant within the 50' Easement Area without the express written consent of Grantee.

(c) At the conclusion of construction of the pipeline, Grantor hereby reserves the right to cross the Easement Area and Pipeline at any time with livestock and agricultural equipment necessary to carry out normal and customary farming and ranching of the Property.

(d) Notwithstanding Section 2.1(b), or any other provision in this agreement, Grantor shall have the right to cross the Easement Area with fences and roads provided that (i) the crossings are as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) cover is not removed from over top of the Pipeline, (iv) any fence posts are installed at least five feet (5') from the centerline of the Pipeline, and (v) Grantee is provided reasonable access to the Easement Area for routine activities (vi)

Grantor provides at least two weeks' notice to Grantee before constructing any road crossing the easement.

(e) Grantor shall have the right to cross the Easement Area with waterlines and other utility lines ("Other Lines"), provided that (i) the crossings are as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) cover is not removed from over top of the Pipeline, (iv) Grantee is provided reasonable access to the Easement Area for routine activities (v) Grantor provides at least two weeks' notice to Grantee before constructing any Other lines

(f) Grantee acknowledges and agrees that Grantor's use of the Easement Area as of the Effective Date is compatible and will not interfere with Grantee's intended use of the Property, subject to the provisions hereof. Further, Grantee agrees that the Pipeline will be constructed in a manner to allow the crossing of the Easement Area by livestock and agricultural equipment.

3. Payments to Grantor. In consideration of the Easement and rights granted in this Agreement, Grantee shall pay to Grantor those amounts set forth in that certain Payment Addendum between Grantor and Grantee, dated as of the Effective Date (the "**Payment Addendum**"), which shall not be recorded herewith. If the Payment Addendum requires any ongoing or future payments, it shall be and remain the responsibility of Grantor, or the then record owner of the Property upon which this Easement is located to provide Grantee with prior written notice, in accordance with Section 10.1 of this Agreement, of any change in ownership that will result in a different payee. Until such time that Grantee receives actual notice of the foregoing, Grantee may continue to make any applicable payments to the owner to which it last made payment or it may suspend payment if there is a disagreement as to whom the then current owner is until such disagreement is resolved to Grantee's reasonable satisfaction. Without written notice of an ownership change described above, Grantee shall not have liability for payments made or withheld, as provided herein, and under no circumstances will Grantee be required to make duplicate payments. In the event Grantee fails to make a payment hereunder timely, the matter shall be handled in accordance with Section 10.5 of this Agreement.

4. Liability for Improvements. Grantor shall have no liability for any costs or expenses incurred in connection with the siting, testing, construction, operation, maintenance, or removal of the Pipeline, or any other improvements of any kind made on the Property by Grantee. The rights granted to Grantee hereunder shall not be construed to create any responsibility on the part of Grantor to pay for any improvements, alterations or repairs occasioned by Grantee.

5. Grantee's Obligations.

5.1. Contact Information. Before, during, and after construction, Grantee will provide Grantor with a contact number, so that Grantor can inquire about specifics concerning the Pipeline, including its construction and operation.

5.2. Construction Liens. Grantee shall, at all times, keep the Property free and clear of all claims for and/or liens for labor and services performed, and materials, supplies or equipment furnished in connection with Grantee's use of the Property; *provided, however*, that if such a lien is filed against the Property, Grantee shall indemnify and hold Grantor harmless against the consequences thereof.

5.3. Compensation and Indemnity.

(a) Grantee shall reasonably compensate Grantor 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 installation, construction, operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.

(i) 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 Easement Area or the Temporary Work Space be reduced or eliminated by Grantee during the construction, installation, use, operation, maintenance or replacement of the Pipeline, Grantor 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.

(ii) Grantee shall compensate Grantor for any injury or loss to Grantor's livestock resulting from construction or Grantee's operations and/or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the landowner whole.

(iii) In the event that 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 to Grantor (i) the reasonable costs of all fire suppression incurred by Grantor, (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

Grantor's 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 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 by the U.S. Department of Labor Bureau of Labor Statistics.

(b) Grantor agrees to timely notify the appropriate governmental agency of this Easement and its effect on any of Grantor's property enrolled in the Conservation Reserve Program ("CRP") or any substantially similar government program. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the CRP 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.

(c) To the extent allowed by law, except to the extent arising out of the gross negligence, intentional misconduct, or illegal acts of Grantor or the surface occupants, and its successors, assigns, and/or anyone for whom the Grantor is legally responsible, Grantee shall defend, protect, indemnify, and hold harmless Grantor, and pay all costs and expenses, including reasonable attorney's fees actually incurred by Grantor and the surface occupants, from and against any and all judgments, fines, claims, actions, causes of action, penalties, costs, damages, injuries, expenses, or other liability of any kind to the extent arising from, out of, or as a result of any construction or operations, activities (including removal or abandonment of the Pipeline), actions or inactions of Grantee, its parent, subsidiary, and related companies and their officers, directors, employees, shareholders, agents, successors, assigns, attorneys, insurers, contractors, subcontractors, consultants, or any other person or entity acting through or under them, or any of them, including, but not limited to, the negligent, intentional, willful, or wanton exercise of the rights and privileges herein granted. In the event that Grantor or surface occupants shall bring a court proceeding to enforce this Section 5.3(c) (or otherwise reasonably incurs attorney's fees, costs and expenses) to establish the right to indemnity and prevails, Grantee shall reimburse Grantor's attorney's fees, costs, and expenses reasonably incurred in connection with establishing the right to indemnity. For the purpose of this agreement, surface occupants are defined as a lessee or other authorized users of the surface.

(d) Grantee shall reasonably compensate for any damage to real or personal property, whether owned by Grantor or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee, guest or permittee of Grantor, or any other person or entity that has obtained or

hereafter obtains rights or interests from Grantor, which was caused by the operations, activities, actions or inactions of Grantee.

(e) The indemnity provisions herein shall survive the expiration or termination of this Agreement and/or the surrender of the Easement Area to Grantor, shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy, and shall inure to the benefit of Grantor and the surface occupants and any successor and assignee of Grantor or the surface occupants and shall be binding upon Grantee and its successors and assigns.

(f) Grantee agrees to compensate Grantor or the surface occupant (the "Claimant") at the rate of One Hundred Dollars (\$100.00) per hour for the time reasonably and necessarily spent by the Claimant (i) in the enforcement of this Agreement which the employees of Grantee or its contractors (the "Grantee Group") failed to comply with in the conduct of their activities on the Property in the performance of work on behalf of Grantee; (ii) in response to a specific request by the Grantee Group to the Claimant in the conduct of their activities on the Property (the "Grantee Group Obligation"); or (iii) for reasonable actions taken in an emergency situation by the Claimant as a result of Grantee Group's activity on the Property. In cases of an emergency, the Claimant shall take all reasonable and necessary actions to resolve and address the emergency. Following an emergency, the Claimant shall notify the Grantee as soon as is practical. The rate per hour will adjust annually by reference to the "CPI-U" published by the U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index.

5.4. Construction and Reclamation. Grantee shall, at a minimum, and unless otherwise provided herein or by any more stringent applicable law, regulation, permit, or permit condition comply with all provisions and requirements in Grantee's Cedar Creek Anticline Enhanced Oil Recovery Unit Development and CO2 Pipeline Project April 2018 Reclamation, Mitigation, and Monitoring Plan, and April 2018 Noxious Weed Management Plan ("Reclamation and Noxious Weed Management Plan"). A copy of the plan is recorded in the county clerk's office of Fallon County, instrument number 0103604. Grantor shall make reasonable efforts to reasonably avoid vehicular traffic during the reclamation process. Grantee shall ensure that the construction contractor (hereinafter, "Contractor"), all of his subcontractors, and all other persons engaged in the construction and installation of the Pipeline are informed of the terms and conditions set forth in this Agreement.

(a) Following the completion of construction, maintenance, repair, or removal of the Pipeline, Grantee shall remediate the area disturbed by construction as best as practicable to its original preconstruction condition, in accordance with the Reclamation and Noxious Weed Management Plan and all applicable permits, laws and regulations. Reclamation and clean-up along the Easement Area shall be accomplished in a timely manner, as conditions permit.

All reclamation obligations, as set forth herein, are the obligation of Grantee regardless of the circumstances in the releasing of the rights as provided for in this Agreement. Grantee's reclamation obligations shall survive the surrender or earlier termination of this Agreement.

- and 2.7 (b) Irrigation and Drainage. See Reclamation Plan Section 2.2
- 2.9. (c) Trash Clean Up. See Reclamation Plan Section 2.3, 2.7, and
- 4.7. (d) Open Trench. See Reclamation Plan Section 2.3.
- (e) Erosion. See Reclamation Plan Section 2.1., 2.7, 2.8.5, 2.11,
- 2.9. (f) Gates and Fences. See Reclamation Plan Section 2.7, 2.8.6,
- (g) Grantee shall use reasonable efforts to avoid locating the Pipeline in such a manner that requires removal of mature trees. Mature trees are trees that have lived for at least five years.
- (h) Topsoil. See Reclamation Plan Sections 2.1.7, 2.2, 2.3, 2.6, 2.7, and 2.8.1.
- (i) Noxious Weeds. See Noxious Weed Plan
- (j) Seed Mix. See Reclamation Plan Section 2.8.4. Grantee shall consult with Grantor regarding the seed mix that will be used for reclamation.
- (k) Rock Removal. See Reclamation Plan Section 2.8.2.
- (l) Access to Water. See Reclamation Plan Section 2.3.
- (m) Restoration of Temporary Access Routes. See Reclamation Plan Section 2.7.
- (n) Compaction. See Reclamation Plan Section 2.8.1.
- (o) Soil Additives. See Reclamation Plan Section 2.8.3.
- (p) Pet and Firearms. See Reclamation Plan Section 2.9
- (q) Trench Depression. See Reclamation Plan Section 2.11.
- (r) Reclamation Standards and Criteria. See Reclamation Plan Section 2.11, 5.0. The Parties may agree to alternative Reclamation Standards and

Criteria whenever requested by Grantor. Grantee agrees to limit the dissemination of any information it obtains during reclamation to those agencies, other governing bodies and persons necessary in order to obtain the authorizations required.

(s) Wetlands. See Reclamation Plan Section 3.0.

(t) Streams and Waterbodies. See Reclamation Plan Section 4.0.

(u) Waterbody Crossing Methods. See Reclamation Plan Section 4.4.

(v) Stabilization and Restoration of Stream Banks and Slopes. See Reclamation Plan Section 4.11.

5.5. Depth of Pipeline. Grantee agrees to bury and maintain the Pipeline to a minimum depth of forty-eight inches (48") except for in consolidated rock where the Pipeline will be buried and maintained to a minimum depth of thirty inches (30").

5.6. Location of Above Ground Facilities. Grantee will abide by all applicable laws and regulations with respect to the construction, installation, use, operation, maintenance, or replacement of the Pipeline. Grantee agrees to make reasonable efforts to locate aboveground installations (other than pipeline markers, corrosion protection test lead posts, and appropriate safety signage) adjacent to lot lines and as near as practicable to public road allowances, and in any event will comply with all applicable laws and regulations.

5.7. Hazardous Materials. Grantee at its expense shall comply with all applicable federal, state, and local laws, regulations, and ordinances governing Hazardous Materials. Hazardous Materials shall mean hazardous or toxic materials, wastes, substances, and/or pollutants, as defined or identified in federal, state, or local laws, rules, or regulations, whether now existing or hereinafter enacted. Grantee shall not use the Property for treatment, emission, release, discharge, or disposal of Hazardous Materials. In the event of any emission, discharge, or release of any Hazardous Materials, Grantee shall promptly undertake all environmental remediation required by applicable laws, rules, and/or regulations, and comply with orders, directives, or mandates of any local, state, or federal governmental or quasi-governmental authority having jurisdiction over pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, regulated, toxic, or hazardous substances into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). Grantee's obligations under this Section shall survive the expiration or termination of this Agreement and/or the Easement.

5.8. Easement Area Maintenance. Grantee shall have the right to cut, keep clear, and remove all trees, brush, or shrubbery in the Easement Area that are reasonably deemed by Grantee to injure, endanger, or interfere in any manner with the efficient construction, operation, use, inspection, or maintenance of the Pipeline, fittings, cathodic protection equipment, or other appurtenances thereto; *provided, however*, that if Grantee either mows or cuts grass or crops of Grantor, Grantee is responsible for and shall compensate Grantor for such loss.

5.9. Waterlines and Non-Transmission Utility Lines. If the Pipeline crosses a waterline and/or non-transmission utility lines, Grantee shall, at its expense, ensure that the line's depth is either maintained or the line is lowered and protected in a manner reasonably acceptable to Grantor. If waterlines are interrupted, Grantee, at its expense, shall immediately supply water to Grantor until the original water supply has been restored. Before backfilling, Grantee shall determine whether any lines crossed during trenching were damaged during construction. If damage occurs, damaged lines shall be removed and replaced with new lines or repaired to the Grantor's reasonable satisfaction. If relocation of a waterline and/or non-transmission utility line is necessary, Grantee shall work directly with Grantor to determine proper location. Subsequent to construction and installation of the Pipeline, if Grantor intends to construct or repair a water or other line within the Easement Area, Grantee shall expose the Pipeline, exposing the top of the pipeline down to two feet (2') below the pipeline and three feet (3') to each side of the pipeline and backfilling the trench to accommodate said pipeline in a timely manner.

5.10. Notice to Grantor of Suits and Actions. Grantee agrees to promptly notify Grantor of any and all pending actions, suits, or proceedings, whether civil, criminal, administrative, or investigative in nature, involving or with regard to the Property.

5.11. Cultural, Archeological or Paleontological Resources. Grantee acknowledges that, except as disclosed in writing by Grantor, neither Grantor nor any of its employees, agents, officers, directors or representatives has made any representations, warranties, or agreements to or with Grantee as to the location of any gravesite, cultural, archaeological, or paleontological resources on the Property. To the extent lawfully required, Grantee shall consult with the federal or state authorities regarding the existence of cultural, archaeological, or paleontological resources located on the Property. Grantee shall comply in all material respects with all laws, ordinances, statutes, orders and regulations of any governmental agency with regard to the location, identification, excavation, removal, disposition, or disturbance of any cultural, archaeological, or paleontological resources. If paleontological or significant and eligible cultural or archaeological resources are discovered by Grantee, Grantee shall promptly notify Grantor and, to the extent lawfully required, all appropriate governmental agencies. Construction activities shall cease on that portion of the Easement Area and Temporary Work Space until any required approvals to recommence

construction are obtained from the governmental agency with jurisdiction over the affected resource. Grantee shall make reasonable efforts to avoid the removal of any cultural, archaeological, and paleontological resources on the Property. Grantee acknowledges that any cultural, archaeological, and paleontological resources discovered on the Property are not the property of the Grantee and shall remain the property of Grantor unless applicable local, state and federal law states otherwise. Information concerning the nature and location of any cultural, archaeological, and paleontological resources shall remain confidential between Grantor and Grantee, to the extent permissible under applicable laws and regulations.

6. Assignment.

6.3. Assignment by Grantor. Grantor, as used herein, shall mean DANIEL J. AND JOANNE I. FISCHER together with his/her/its heirs, executors, personal representatives, successors and assigns. With respect to Grantor's covenants and agreements under this Agreement, the term Grantor shall be limited to mean and include only the owner or owners of the fee title to the Property at the time in question and any successors, assigns or heirs.

6.4. Assignment by Grantee. The rights granted herein to Grantee may be assigned freely by Grantee in whole, but not in part. In the event of an assignment by Grantee, Grantor shall be provided notice of the assignee within ninety (90) days thereafter. Any such assignment, conveyance, transfer, lease, or sublease of this Agreement made for the purpose of avoiding any obligations of Grantee, including but not limited to financial obligations, indemnification, and reclamation obligations, shall be void.

7. Termination and Removal.

7.3. Removal. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, as soon as practicable thereafter, or within any period prescribed by applicable law or regulation, unless otherwise mutually agreed upon, (a) remove from the Property all above-grade improvements and other personal property owned, located, installed or constructed by or on behalf of Grantee, (b) leave the surface of the Property free from debris arising from the foregoing or from the operations or activities of Grantee, and (c) otherwise reclaim any portion of the Property disturbed by Grantee to a condition reasonably similar to its original condition.

7.4. Release of Agreement. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, at Grantor's request, execute, acknowledge, and record a Release of Easement, to Grantor or Grantor's successor in interest, as the case may be. If Grantee determines that it no longer needs the rights granted herein as a result of a reroute of the Pipeline, Grantee shall provide notice thereof to Grantor and

Grantee, at Grantor's request, shall execute, acknowledge and record a Release of Easement.

7.5. Abandonment of Pipeline. Abandonment of the Pipeline and the Easement shall occur if Grantee fails to complete construction and installation of the Pipeline within ten (10) years of the Effective Date. Abandonment of the Pipeline and the Easement shall also occur if Grantee ceases to operate or maintain the Pipeline for the transportation of the Product for a period of five (5) consecutive years. Abandonment of the Pipeline shall not under any circumstance entitle Grantee to a refund of all or part of any compensation previously paid to Grantor. Grantee shall notify Grantor as soon as practicable of any intent to abandon the Pipeline. Upon the abandonment of the Pipeline, Grantee shall either: (i) with Grantor's consent, remove the Pipeline from the Property with full reclamation of the Easement Area; or (ii) abandon the Pipeline in place in accordance with all applicable regulations and laws. The indemnity provisions hereof shall survive the expiration or termination of this Agreement and shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provision of a valid insurance policy and shall inure to the benefit of Grantor and any successor and assignee of Grantor and shall be binding upon Grantee, its successors and assigns.

8. Grantor's Liability. Grantor shall be liable to Grantee only for damage to Grantee resulting from Grantor's intentional acts, willful misconduct, negligent acts or omissions. If Grantor so chooses, Grantor can limit its liability by obtaining a broad form comprehensive general liability insurance policy protecting Grantor against loss or liability caused by Grantor's occupation and use of, and activities on, the Property. The policy shall have liability limits of not less than Five Hundred Thousand Dollars (\$500,000.00); provided, however, that in the event Grantor maintains insurance in an amount greater than the minimum required herein Grantor will afford the same coverage to Grantee. The insurance coverage amounts may be satisfied by any combination of primary and excess policies. If such a policy is in effect at the time of an event that may give rise to liability, then Grantor's liability to Grantee, if any, shall be limited to the proceeds of the insurance policy. To the greatest extent allowed under the law, Grantee acknowledges that Grantor shall not be held liable for any act or omission, whether intentional or otherwise, of any of Grantor's employees, agents, representatives, contractors, sublessees, grantees, licensees, invitees, guests or permittees, or any other person or entity that has obtained or hereafter obtains rights or interest from Grantor. Except to the extent arising from Grantor's intentional acts, willful misconduct, negligent acts or omissions, Grantor shall not be liable or responsible for any damage to or release from the Pipeline that occurs as a result of normal and customary farming or livestock management practices, including damage to Grantee's machinery and equipment.

9. All Applicable Regulations. Grantee shall comply with all applicable local, state, and federal permits, conditions, rules, and regulations relating to the

Pipeline construction, reclamation, operation, and/or decommissioning and abandonment, whether now existing or enacted, imposed or granted in the future. To the extent that such laws, rules, regulations and/or permits or permit conditions impose more stringent standards, a greater standard of protection than as set forth in this Agreement, or conflict with the terms of this Agreement, such laws, rules, regulations and/or permits shall govern the relationship of the Parties. Nothing herein constitutes a waiver of Grantor's rights and protections under any applicable permit, law, or regulation, in force now or in the future.

10. Miscellaneous.

10.1. Notice. All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, and shall be delivered personally, by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Grantor:

Daniel J. and Joanne I. Fischer
P.O. Box 59
Marmarth, ND 58643

If to Grantee:

Denbury Resources
Att: Right of Way Manager
5320 Legacy Drive
Plano, Texas 75024

Notice personally delivered shall be deemed given the day so delivered. Notice given by overnight courier shall be deemed given on the first business day following the date of receipt. Notice mailed as provided herein shall be deemed given on the third business day following the postmarked date. Any Party may change its address for purposes of this subsection by giving written notice of such change to the other Party in the manner provided in this subsection.

10.2. Entire Agreement. Except to the extent otherwise provided herein, this Agreement constitutes the entire agreement between the Parties. No other agreements have been made modifying, adding to, or changing the terms hereof. This Agreement may not be abrogated, modified, rescinded, or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and, when appropriate, duly recorded in the appropriate real property records. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

10.3. Force Majeure. If performance of this Agreement or of any obligation hereunder (other than an obligation to pay any compensation as set forth in the Payment Addendum) is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, Grantee, upon giving

written notice to Grantor, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. Grantee shall continue performance hereunder whenever such causes are removed. Force Majeure shall mean causes beyond the reasonable control of and without the fault or negligence of Grantee, and in any case whereby exercise of due foresight Grantee could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

10.4. Governing Law. This Agreement shall be governed by the laws of the State of North Dakota, and the venue of any action brought concerning the interpretation or enforcement of this Agreement shall be proper in the County in which the Property is located.

10.5. Default. In the event of any default hereunder by Grantee, Grantor shall provide Grantee written notice of the alleged default and Grantee shall have forty five(45) days from the receipt of said notice to cure the default or be diligently pursuing the cure thereof. If after being afforded the right to cure Grantee is still in default and Grantor chooses to file a court proceeding against Grantee, and in such event Grantor prevails in said court proceeding, Grantee agrees to pay for Grantor's reasonable attorney's fees, costs and expenses incurred in connection with the proceeding.

10.6. No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10.7. Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against, either Party.

10.8. Other General Provisions. The covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement, or otherwise give rise to any cause of action in any person or entity not a Party hereto. The duties, obligations; and liabilities of the Parties are intended to be several and not joint or collective. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and

easement grantee, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party.

10.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; *provided, however*, that all such counterparts shall together constitute one and the same instrument.

10.10. Invalidity. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

10.11. Warranty of Authority. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

10.12. No Warranty of Title and Acceptance As Is. GRANTOR EXPRESSLY MAKES NO CLAIMS, PROMISES, OR GUARANTEES ABOUT ITS TITLE TO THE EASEMENT AREA OR THE UNDERLYING LANDS. NO WARRANTY OF ANY KIND, WHETHER IMPLIED, EXPRESSED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF TITLE, IS GIVEN WITH RESPECT TO GRANTOR'S PURPORTED OWNERSHIP OF THE EASEMENT AREA OR THE UNDERLYING LANDS. GRANTEE SHALL CONDUCT A TITLE REVIEW TO DETERMINE IF THERE ARE ANY TITLE DEFECTS THAT WOULD AFFECT GRANTEE'S ABILITY TO USE THE EASEMENT AREA AS INTENDED AND THE RISK, COST, AND EXPENSE OF A TITLE FAILURE SHALL REST WITH GRANTEE. MOREOVER, GRANTEE ACKNOWLEDGES AND AGREES THAT THE EASEMENT AREA IS ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT PHYSICAL CONDITIONS, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO.

10.13. Relationship of Parties. Grantee and Grantor shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14. Grantee's Employees. Grantee shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform Grantee's obligations under this Agreement, including all federal, state, and local income, social security, payroll, and employment taxes, and statutorily mandated workers' compensation coverage. None of the persons employed by Grantee, or any successor, employee, agent, representative, assign,

contractor, sublessee, grantee, licensee, invitee, guest, or permittee of Grantee, shall be considered employees of Grantor for any purpose; nor shall Grantee represent to any person or entity that Grantee shall become an employee or agent of Grantor.

10.15. Good Faith and Fair Dealing; Reasonableness. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval, or similar action shall be in writing and not be unreasonably withheld, conditioned, delayed or denied, and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

10.16. Cooperation. The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, Grantee has executed this Agreement as of the 16th
day of October, 2018.

GRANTEE:

Print: David Anderson

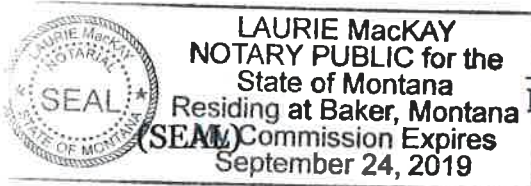
Sign: David Anderson

Its: Right of Way Manager

STATE OF MONTANA)
) ss
COUNTY OF FALLON)

On this the 16th day of October, 2018, before me, the undersigned officer, personally appeared David Anderson, Right of Way Manager, for Denbury Resources, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Laurie Mackay
Notary Public

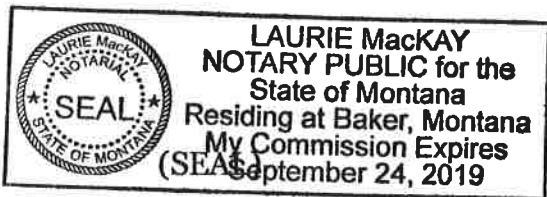
My Commission Expires: 9/24/2018

184477

STATE OF MT)
) ss
COUNTY OF Fallon)

On this the 1st day of October, 2018, before me, the undersigned officer, personally appeared JOANNE I. FISCHER, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Laurie Mackay
Notary Public

My Commission Expires: 9/24/2018

EXHIBIT A

CH.ND.BO.0014.000

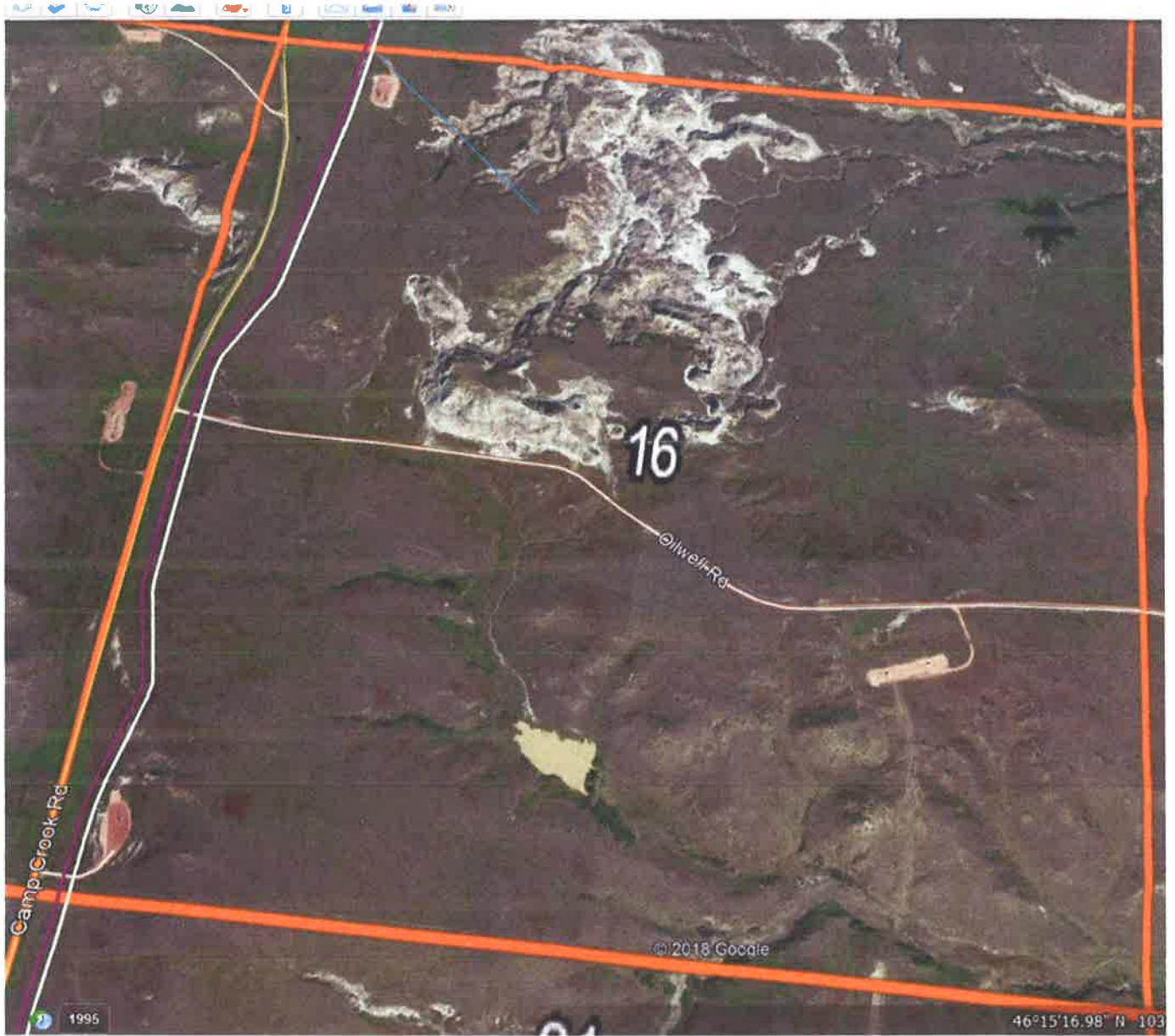


SECTION 7 TOWNSHIP 132 NORTH, RANGE 106 WEST
DISTANCE 106.06 RODS

— Proposed pipeline

EXHIBIT A

CH.ND.BO.0019.000



SECTION 16 TOWNSHIP 132 NORTH, RANGE 106 WEST
DISTANCE 325.58 RODS

Proposed pipeline

Existing Pipeline



184477

EXHIBIT "C" 184477

CH.ND.BO.0014.000 and CH.ND.BO.0019.000

DESCRIPTION OF PROPERTY

**Pt. N2NW4, W2NE4, , SE4NE4, NE4SE4 Section 7, W2W2 Section 16, Township 132 North, Range 106
West, Bowman County, North Dakota**

TOTAL RODS EASEMENT	431.64 RODS
TOTAL ACRES TEMPORARY WORK SPACE	8.17 ACRES
TOTAL ACRES ATWS	0.00 ACRES
TOTAL MILES ACCESS ROADS	0.00 MILES

**AMENDMENT TO EASEMENT AND
RIGHT-OF-WAY AGREEMENT**

This AMENDMENT TO EASEMENT AND RIGHT-OF-WAY AGREEMENT (the "**Amendment**") is made effective as of the date listed herein by and between **DENBURY GREEN PIPELINE-NORTH DAKOTA, LLC** ("**Grantee**") whose address is 5320 Legacy Dr., Plano, Texas 75024 and **TODD AND CARMEL MILLER** whose address is P.O. Box 299, Carson, North Dakota 58529 ("**Grantor**").

WHEREAS, Grantor and Grantee (the "**Parties**") entered into that certain Easement and Right-of-Way Agreement (the "**Easement**") dated and effective as of October 18, 2018 (the "**Effective Date**") and recorded as Document Number 184560 of the records of the Recorder of Bowman County, Montana; and

WHEREAS, the Parties wish to amend the Easement by replacing the existing Exhibit A with a certified plat of the Easement Area from a Registered Professional Land Surveyor in the State of North Dakota; and

WHEREAS, the sole purpose of the Amendment is to more clearly define the agreed upon Easement Area identified in Exhibit A to the Easement; and

WHEREAS, paragraph 1.8 of the Easement gives Grantee the authority to unilaterally make changes to the location of the Easement Area not greater than fifty (50) feet in any direction; and

WHEREAS, the Amendment is not intended to make changes to the agreed upon Easement Area but to clarify the Easement Area with a certified plat. To the extent any changes to the Easement Area have been made, they are de minimus, and in all cases, not greater than fifty (50) feet in any direction.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Easement is hereby amended as follows:

1. **REPLACEMENT OF EXHIBIT A.** Exhibit A from the original Easement shall now be replaced with Exhibit A attached hereto to more accurately reflect the location of the Easement Area.
2. The Easement, and any and all other agreements, documents or instruments now or hereafter executed and delivered are hereby amended so that any reference to the Easement shall mean a reference to the Easement as amended by this Amendment.
3. Except as described herein, all other terms and conditions of the Easement shall remain in full force and effect.
4. **THE EASEMENT, AS AMENDED HEREBY, REPRESENTS THE ENTIRE EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER**

HEREOF ON THE DATE THIS AMENDMENT IS EXECUTED. THE EASEMENT, AS AMENDED HEREBY, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

- 5. All the terms, provisions, covenants, obligations, indemnities, representations, warranties and conditions of this Amendment shall be covenants running with the land and shall inure to the benefit of and be binding upon, and shall be enforceable by, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates of the respective acknowledgments annexed hereto, but effective as of the Effective Date.

GRANTEE:

Print: John E. Filiatrault

Sign: [Signature]

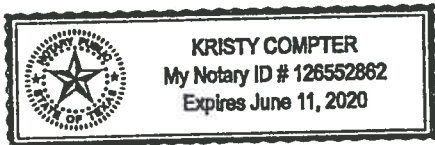
Its: Senior Vice President - Operations Services

STATE OF TEXAS)
) ss
COUNTY OF COLLIN)

On this the 11th day of July, 2019, before me, the undersigned officer, personally appeared John E. Filiatrault, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



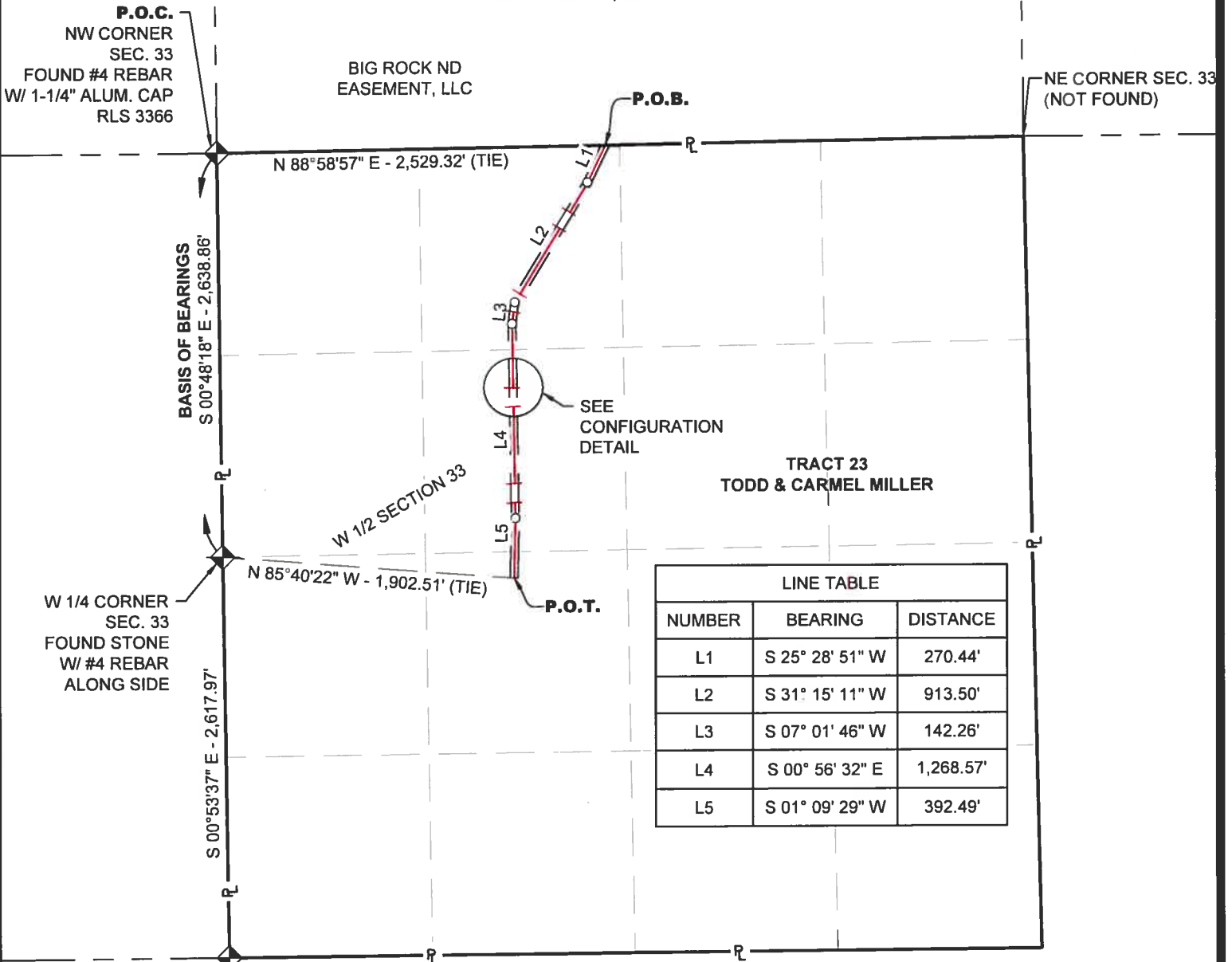
Kristy Compter
Notary Public

My Commission Expires: 06/11/2020

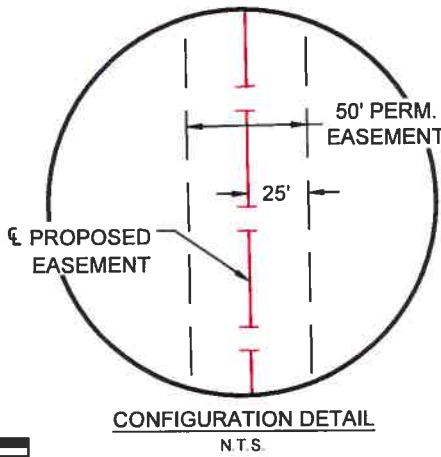
EXHIBIT "A"

184965

PART OF THE W 1/2 SECTION 33, TOWNSHIP 132 NORTH, RANGE 106 WEST, OF THE 5TH P.M.
BOWMAN COUNTY, NORTH DAKOTA

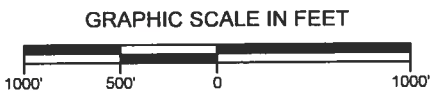


LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 25° 28' 51" W	270.44'
L2	S 31° 15' 11" W	913.50'
L3	S 07° 01' 46" W	142.26'
L4	S 00° 56' 32" E	1,268.57'
L5	S 01° 09' 29" W	392.49'



LEGEND

- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT
- P.O.T.** POINT OF TERMINUS
- o ANGLE POINT
- ◆ SECTION CORNER
- SECTION LINE
- INTERIOR SECTION LINE
- EASEMENT CENTERLINE
- EASEMENT LIMITS
- TEMPORARY EASEMENT
- ADJACENT PROPERTY LINE
- PROPERTY LINE



THE CENTERLINE LENGTH OF THE PROPOSED EASEMENT SHOWN HEREON THE TODD & CARMEL MILLER PROPERTY IS 2,987 FEET (181.0 RODS).

THE TOTAL AREA OF THE PROPOSED EASEMENT SHOWN HEREON IS 149,363 SQUARE FEET ±3.43 ACRES.

NOTES:
1. THIS EXHIBIT & LEGAL DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT. ALL INFORMATION CONCERNING OWNERSHIP & EASEMENTS WAS PROVIDED BY THE CLIENT, THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES, AND OR AGREEMENTS OF RECORD.

2. THIS EXHIBIT & LEGAL DESCRIPTION ARE NOT A SUBDIVISION PLAT, BOUNDARY SURVEY OR CERTIFICATE OF SURVEY, AND IS FOR A PROPOSED LOCATION ONLY.

3. SEE ATTACHED LEGAL DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.

4. BEARINGS SHOWN HEREON WERE ESTABLISHED BY UTM ZONE 13 NORTH, NAD 83. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET.

Denbury

PROPOSED EASEMENT EXHIBIT TODD & CARMEL MILLER

PART OF THE W 1/2 OF SECTION 33, TOWNSHIP 132 NORTH,
RANGE 106 WEST, 5TH P.M., BOWMAN COUNTY, NORTH DAKOTA

SCALE: 1"=1000'

DRAWN BY: JG 04/29/2019

CHECKED BY: TC 04/29/2019

REV: 0



ENCOMPASS ENERGY SERVICES
350 INTERLOCKEN BLVD.
SUITE 350
BROOMFIELD CO. 80021

DWG NO.

43-063-LA-CHSULAT-220-0277-61495-023_REV0

SHEET

1 OF 2

PARCEL DESCRIPTION

184965

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY TODD AND CARMEL MILLER AND IS LOCATED IN A PART OF THE W 1/2 OF SECTION 33, TOWNSHIP 132 NORTH, RANGE 106 WEST, OF THE 5TH PRINCIPAL MERIDIAN, BOWMAN COUNTY, NORTH DAKOTA;

A 50 FEET WIDE EASEMENT, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

CENTERLINE DESCRIPTION

COMMENCING AT THE NW CORNER OF SAID SECTION 33 (AS MONUMENTED BY A FOUND #4 REBAR WITH 1-1/4" ALUMINUM CAP, RLS 3366), FROM WHICH THE W 1/4 CORNER OF SAID SECTION 33 (AS MONUMENTED BY A FOUND FOUND STONE WITH #4 REBAR ALONG SIDE) BEARS S 00°48'18" E, A DISTANCE OF 2,638.86 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND, N 88°58'57" E, A DISTANCE OF 2,529.32 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES:

- 1) S 25°28'51" W, A DISTANCE OF 270.44 FEET;
- 2) S 31°15'11" W, A DISTANCE OF 913.50 FEET;
- 3) S 07°01'46" W, A DISTANCE OF 142.26 FEET;
- 4) S 00°56'32" E, A DISTANCE OF 1,268.57 FEET;
- 5) S 01°09'29" W, A DISTANCE OF 392.49 FEET TO THE POINT OF TERMINUS, FROM WHICH THE SAID W 1/4 CORNER OF SECTION 33 BEARS N 85°40'22" W, A DISTANCE OF 1,902.51 FEET.

THE SIDE LINES OF SAID EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINE AND PERPENDICULAR TO THE POINT OF TERMINUS.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 2,987 FEET (181.0 RODS), CONTAINING AN AREA OF 149,363 SQUARE FEET OR 3.43 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT:

I, THOMAS G. CARLSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT THIS IS NOT A SUBDIVISION PLAT, BOUNDARY SURVEY OR A CERTIFICATE OF SURVEY.



THOMAS G. CARLSON, ND RPLS #7044
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

- NOTES:
1. THIS LEGAL DESCRIPTION AND EXHIBIT WAS PREPARED WITHOUT A TITLE COMMITMENT. ALL INFORMATION CONCERNING OWNERSHIP & EASEMENTS WAS PROVIDED BY THE CLIENT, THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES, AND OR AGREEMENTS OF RECORD.
 2. THIS LEGAL DESCRIPTION AND EXHIBIT ARE NOT A SUBDIVISION PLAT, BOUNDARY SURVEY OR CERTIFICATE OF SURVEY, AND IS FOR A PROPOSED LOCATION ONLY.
 3. SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.
 4. BEARINGS SHOWN HEREON WERE ESTABLISHED BY UTM ZONE 13 NORTH, NAD 83. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET.

<h1 style="margin: 0;">Denbury</h1>			
<h2 style="margin: 0;">PROPOSED EASEMENT EXHIBIT</h2>			
<h3 style="margin: 0;">TODD & CARMEL MILLER</h3>			
PART OF THE W 1/2 OF SECTION 33, TOWNSHIP 132 NORTH, RANGE 106 WEST, 5TH P.M., BOWMAN COUNTY, NORTH DAKOTA			
SCALE: NA	DRAWN BY: JG 04/29/2019	CHECKED BY: TC 04/29/2019	REV: 0
	ENCOMPASS ENERGY SERVICES 350 INTERLOCKEN BLVD SUITE 350 BROOMFIELD, CO 80021	DWG NO. 43-063-LA-CHSULAT-220-0277-61495-023_REVO	SHEET 2 OF 2

EXHIBIT "A"

184965

PART OF THE W 1/2 SECTION 33, TOWNSHIP 132 NORTH, RANGE 106 WEST, OF THE 5TH P.M.
BOWMAN COUNTY, NORTH DAKOTA

NW CORNER
SEC. 33
FOUND #4 REBAR
W/ 1-1/4" ALUM. CAP
RLS 3366

P.O.C.
W 1/4 CORNER
SEC. 33
FOUND STONE
W/ #4 REBAR
ALONG SIDE

SW CORNER
SEC. 33
FOUND #4 REBAR W/
1-1/4" ALUM. CAP
RLS 3366

S 1/4 CORNER
SEC. 33
FOUND 18"x14"
STONE

TRACT 23
TODD & CARMEL MILLER

PROPOSED 200'X200'
METER SITE

N 00°48'18" W - 2,638.86'

N 89°03'11" E
1,854.83' (TIE)

S 00°53'37" E - 2,617.97'

W 1/2 SECTION 33

S 36°31'54" W - 3,046.95' (TIE)

N 89°35'43" E - 2,641.37'



GRAPHIC SCALE IN FEET



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S90°00'00"E	200.00'
L2	S00°00'00"W	200.00'
L3	S90°00'00"W	200.00'
L4	N00°00'00"W	200.00'

LEGEND

- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT
- ANGLE POINT
- SECTION CORNER
- SECTION LINE
- INTERIOR SECTION LINE
- EASEMENT CENTERLINE
- PAD
- PROPERTY LINE

THE TOTAL AREA OF THE FACILITIES AND APPURTENANCES
SITE SHOWN HEREON THE TODD & CARMEL MILLER PROPERTY
IS 40,000 SQUARE FEET, OR ±0.92 ACRES.

NOTES:
1. THIS EXHIBIT & LEGAL DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT. ALL INFORMATION CONCERNING OWNERSHIP & EASEMENTS WAS PROVIDED BY THE CLIENT, THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES, AND OR AGREEMENTS OF RECORD.

2. THIS EXHIBIT & LEGAL DESCRIPTION ARE NOT A SUBDIVISION PLAT, BOUNDARY SURVEY OR CERTIFICATE OF SURVEY, AND IS FOR A PROPOSED LOCATION ONLY.

3. SEE ATTACHED LEGAL DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.

4. BEARINGS SHOWN HEREON WERE ESTABLISHED BY UTM ZONE 13 NORTH, NAD 83. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET.

Denbury

PROPOSED METER EXHIBIT TODD & CARMEL MILLER

PART OF THE W 1/2 OF SECTION 33, TOWNSHIP 132 NORTH,
RANGE 106 WEST, 5TH P.M., BOWMAN COUNTY, NORTH DAKOTA

SCALE: 1"=1000'

DRAWN BY: JG 04/22/2019

CHECKED BY: TC 04/22/2019

REV: 0



ENCOMPASS ENERGY SERVICES
350 INTERLOCKEN BLVD.
SUITE 350
BROOMFIELD, CO 80021

DWG NO.

43-063-LA-CHSULAT-220-0278-61495-MILLER_REVO

SHEET

1 OF 2

184965

SURFACE SITE DESCRIPTION:

AN AREA OF LAND FOR FACILITIES AND APPURTENANCES ON A PARCEL OF LAND OWNED BY TODD AND CARMEL MILLER AND IS LOCATED IN A PART OF THE W 1/2 OF SECTION 33, TOWNSHIP 132 NORTH, RANGE 106 WEST, OF THE 5TH PRINCIPAL MERIDIAN, BOWMAN COUNTY, NORTH DAKOTA,

COMMENCING AT THE W 1/4 CORNER OF SAID SECTION 33 (AS MONUMENTED BY A FOUND STONE WITH A #4 REBAR ALONG SIDE), FROM WHICH THE SW CORNER OF SAID SECTION 33 (AS MONUMENTED BY A FOUND FOUND #4 REBAR WITH 1-1/4" ALUMINUM CAP, RLS 3366) BEARS S 00°53'37" E, A DISTANCE OF 2,617.97 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE, N 89°03'11" E, A DISTANCE OF 1,854.83 FEET TO THE NORTHWESTERLY CORNER OF SAID AREA OF LAND, SAID POINT BEING THE POINT OF BEGINNING;

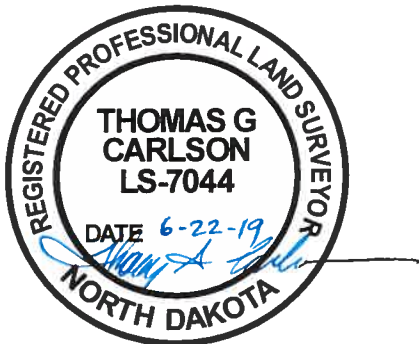
THENCE ALONG THE PERIMETER OF SAID AREA OF LAND, THE FOLLOWING FOUR (4) COURSES:

- 1) S 90°00'00" E, A DISTANCE OF 200.00 FEET;
- 2) S 00°00'00" W, A DISTANCE OF 200.00 FEET;
- 3) S 90°00'00" W, A DISTANCE OF 200.00 FEET;
- 4) N 00°00'00" W, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE ABOVE DESCRIBED FACILITIES AREA IS 40,000 SQUARE FEET, OR APPROXIMATELY 0.92 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT:

I, THOMAS G. CARLSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT THIS IS NOT A SUBDIVISION PLAT, BOUNDARY SURVEY OR A CERTIFICATE OF SURVEY.




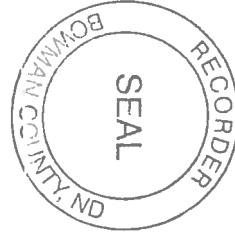
THOMAS G. CARLSON, ND RPLS #7044
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

- NOTES:
1. THIS LEGAL DESCRIPTION AND EXHIBIT WAS PREPARED WITHOUT A TITLE COMMITMENT. ALL INFORMATION CONCERNING OWNERSHIP & EASEMENTS WAS PROVIDED BY THE CLIENT. THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES, AND OR AGREEMENTS OF RECORD.
 2. THIS LEGAL DESCRIPTION AND EXHIBIT ARE NOT A SUBDIVISION PLAT, BOUNDARY SURVEY OR CERTIFICATE OF SURVEY, AND IS FOR A PROPOSED LOCATION ONLY.
 3. SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.
 4. BEARINGS SHOWN HEREON WERE ESTABLISHED BY UTM ZONE 13 NORTH, NAD 83. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET.

<p style="font-size: 24px; margin: 0;">Denbury</p>			
<p style="font-weight: bold; margin: 0;">PROPOSED METER EXHIBIT</p> <p style="font-weight: bold; margin: 0;">TODD & CARMEL MILLER</p>			
<p style="font-size: 10px; margin: 0;">PART OF THE W 1/2 OF SECTION 33, TOWNSHIP 132 NORTH, RANGE 106 WEST, 5TH P.M., BOWMAN COUNTY, NORTH DAKOTA</p>			
SCALE: NA	DRAWN BY: JG 04/23/2019	CHECKED BY: TC 04/23/2019	REV: 0
	<p style="font-size: 8px; margin: 0;">ENCOMPASS ENERGY SERVICES 350 INTERLOCKEN BLVD. SUITE 350 BROOMFIELD, CO 80021</p>	<p style="font-size: 8px; margin: 0;">DWG NO. 43-063-LA-CHSULAT-220-0278-61495-MILLER_REV0</p>	<p style="font-size: 8px; margin: 0;">SHEET 2 OF 2</p>

184965

184965 Fee: \$75.00
BOWMAN COUNTY, NORTH DAKOTA
Recorded 7/30/2019 at 12:38 PM
Jan Werre, County Recorder
By 
Return To: DENBURY ONSHORE
PO BOX 1533 BAKER MT 59313



EASEMENT AND RIGHT-OF-WAY AGREEMENT

This nonexclusive Easement and Right-of-Way Agreement (this "**Agreement**") is made, dated and effective as of this 18 day of October, 2018 (the "**Effective Date**"), between TODD AND CARMEL MILLER (**Grantor**"), and Denbury Green Pipeline – North Dakota, LLC, a limited liability company, organized under the laws of the State of Delaware, (hereafter "**Grantee**"), in light of the following facts and circumstances:

RECITALS

WHEREAS, Grantor owns certain real property located in Bowman County, State of North Dakota, as more particularly described on Exhibit A (the "**Property**") attached hereto and by this reference made a part hereof;

WHEREAS, Grantee is proposing to construct and operate one 16-inch or less nominal diameter pipeline for the transportation of CO² (hereinafter "**Product**") and related facilities a portion of which crosses under and upon the Property; and

WHEREAS, ~~Grantee desires to obtain certain easements and rights over~~ the Property, and Grantor desires to grant such easements and rights, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantee (each, a "**Party**" and together, the "**Parties**") hereby agree as follows:

1. Grant of Easement.

1.1. Grant. Grantor does hereby grant, sell, and convey unto Grantee a nonexclusive easement, right-of-way and right of entry (the "**Easement**") solely for the purposes of laying, constructing, inspecting, maintaining, operating, replacing within the same location with the same size pipe, repairing and removing one 16-inch or less nominal diameter pipeline, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment, devices and appurtenances reasonably incidental to the construction, operation, marking and maintenance thereof (the "**Pipeline**"), for the transportation of the Product under the Property, on the terms provided herein. Grantee shall have the right of ingress to and egress from the Easement over and across the Easement Area (defined below) and the access points identified on Exhibit "B" or as otherwise agreed to by the Parties for access to the Easement and Grantee's Pipeline. The Easement granted herein shall not include the right to construct or install any pump, compressor, or valve stations, or any other aboveground

facilities on the Property; rather, the Parties shall execute a separate written agreement for any pump, compressor, or valve stations, or any other aboveground facilities to be installed on the Property.

1.2. Width of Easement. The Easement shall be fifty (50) feet, and no greater than fifty (50) feet, in width, along a route, the location of which is set forth in Exhibit A, attached hereto and by this reference made a part hereof (the "Easement Area"). Exhibit A shall be supplemented and replaced by the filing by Grantee of an actual "as built" survey map after construction

1.3. Single Pipeline. Grantee shall install no more than one 16-inch or less diameter pipeline upon or within the Easement Area. Grantee shall have no right to use or sublease the Property for any purpose unrelated to any of the foregoing purposes.

1.4. Construction Right of Way. During the construction of the Pipeline, the easement and right-of-way granted herein shall include areas necessary for construction, construction operations, equipment and materials, as more particularly defined and set forth on Exhibit C attached hereto (the "Temporary Work Space"). The width of the Temporary Work Space shall be in addition to the width of the Easement and shall be no greater than fifty (50) feet (*i.e.*, a permanent easement fifty (50) feet in width and a temporary construction easement of fifty (50) feet in width), except that there shall be "Additional Temporary Workspace" at each bore location and each road, ditch, waterway crossing, buried utility crossing and location with uneven terrain, as shown on Exhibit C. Grantee shall stake the outside boundary of the Temporary Work Space during construction. No construction or installation of the Pipeline, nor any other activities or operations of Grantee upon Grantor's property, including pipe storage, shall occur beyond or outside the boundaries of the Temporary Work Space and the Easement Area, unless otherwise agreed to by the Parties. Use of the Temporary Work Space shall permanently expire upon completion of construction of the Pipeline and reclamation of the Temporary Work Space.

1.5. Notice of Location. Following completion of construction, Grantee shall, upon Grantor's request, define the location of the Pipeline within the Easement Area in writing with key GPS coordinates of the Pipeline. Notwithstanding the foregoing, Grantee's definition of the location along with GPS coordinates are provided without warranty, express or implied, as to the accuracy of the data. Further, Grantor's receipt of the location and GPS coordinates of the Pipeline shall in no way limit, modify or alter in any way the obligation of Grantor, its successors, assigns, employees, contractors, invitees, or any other person or entity on the property on behalf of or at the request of Grantor to make appropriate ONE Calls and to otherwise comply with the terms and conditions contained in this Agreement.

1.6 Entry onto the Property.

(a) During Construction, reclamation/weed control and pipeline maintenance activities Grantee and its officers, agents, employees, contractors, and representatives shall have the right to use existing access roads, as outlined in Exhibit B, for purposes specified of ingress and egress, for all types of vehicular traffic and transportation of equipment and machinery of any and every kind, to, from, and across the Easement. After the completion of construction, Grantee will leave access road for the full benefit, use and enjoyment of Grantor and in, as near as reasonably practicable, the condition existing just prior to Grantee's first use of said access road. Right to access as specified under this Section 1.6 shall expire after five years. Upon expiration of access rights, access will be limited exclusively to the Right-of-Way or as otherwise agreed to in writing between the Parties.

(b) Except in the event of an emergency or as required by applicable laws and or regulations, including but not limited to in response to a line locate (e.g., ONE Call), valve inspections and cathodic protection readings, Grantee shall make reasonable efforts to provide a minimum of twenty-four (24) hours prior notice to Grantor before entering the Property. To minimize risk of damages or operational impacts, however, Grantee shall provide as much advance notice to Grantor as is practicable. During continuous work activities such as construction projects, continuous notification is not required. Grantee shall notify Grantor upon completion of construction.

1.7 Emergency Access to Pipeline. Except in cases of emergency, or as otherwise provided herein, Grantee shall not enter upon the Property beyond the boundaries of the Easement Area without Grantor's prior consent. The determination of what constitutes an emergency is within Grantee's absolute discretion, but is subject to Grantor's right to reasonable compensation for all damages suffered as a result thereof. Grantee shall make reasonable efforts to advise Grantor of the emergency circumstances within twenty-four (24) hours following entry upon the Property.

1.8 Change of Location of Pipeline. Grantor and Grantee acknowledge that the actual location of the Easement Area may change because of various engineering and construction factors. At Grantee's expense, Grantee shall prepare and deliver to Grantor any additional documents needed to correct the legal description of the Easement Area to conform with the actual location of the Pipeline. Prior to or during construction, Grantee need not obtain Grantor's permission to alter the location of the Easement Area or Temporary Work Space so long as the change of location is no greater than fifty (50) feet in any direction. In the event the Easement Area must be moved more than fifty (50) feet in any direction, Grantee shall obtain written approval from Grantor, which approval shall not be unreasonably withheld. Additional compensation shall be due only if the acreage encumbered increases. Any change in the location of the Pipeline that results in a decrease in the acreage encumbered by the Easement Area shall

not result in Grantor being required to reimburse Grantee for any payments already made.

2. Grantor's Reserved Rights.

2.1. Grantor's Rights. Provided it does not materially interfere with or prevent the exercise by Grantee of its rights hereunder or create an actual or potential hazard to the Pipeline or its appurtenances, Grantor reserves for himself, his successors, heirs and assigns, the right to use the Property for any purpose, including agriculture, ranching, farming, grazing of livestock, or any other use which is necessary and incidental to ranching and other agricultural activities; developing surface or subsurface mineral, oil, or gas resources, or any other use which is necessary and incidental thereto; cutting timber; drilling and development of water for commercial or private use; hunting, fishing, and other recreational activities; and to otherwise fully use and enjoy the Property.

(a) Notwithstanding the foregoing, Grantor shall not drill wells, excavate, alter the ground elevation or grade, construct any dam, building, or structure, plant any trees or shrubs, or otherwise create a water impoundment within or over the Easement Area without prior written authorization of Grantee. Any existing structures and improvements located on the Property as of the Effective Date of this Agreement shall be allowed to remain or Grantee shall reasonably compensate Grantor for their replacement. Grantee shall make reasonable efforts not to disturb Grantor's activities on the Property to the extent such activities are consistent with Grantee's rights under this Agreement.

(b) Notwithstanding anything to contrary herein, Grantor shall not i) authorize others to construct any parallel pipeline, powerline or fiber optic line within the 50' Easement Area ii) enter into any agreement, permit, license, easement or other grant within the 50' Easement Area without the express written consent of Grantee.

(c) At the conclusion of construction of the pipeline, Grantor hereby reserves the right to cross the Easement Area and Pipeline at any time with livestock and agricultural equipment necessary to carry out normal and customary farming and ranching of the Property.

(d) Notwithstanding Section 2.1(b), or any other provision in this agreement, Grantor shall have the right to cross the Easement Area with fences and roads provided that (i) the crossings are as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) cover is not removed from over top of the Pipeline, (iv) any fence posts are installed at least five feet (5') from the centerline of the Pipeline, and (v) Grantee is provided reasonable access to the Easement Area for routine activities (vi) Grantor provides at least two weeks' notice to Grantee before constructing any road crossing the easement.

(e) Grantor shall have the right to cross the Easement Area with waterlines and other utility lines (“Other Lines”), provided that (i) the crossings are as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) cover is not removed from over top of the Pipeline, (iv) Grantee is provided reasonable access to the Easement Area for routine activities (v) Grantor provides at least two weeks’ notice to Grantee before constructing any Other lines

(f) Grantee acknowledges and agrees that Grantor’s use of the Easement Area as of the Effective Date is compatible and will not interfere with Grantee’s intended use of the Property, subject to the provisions hereof. Further, Grantee agrees that the Pipeline will be constructed in a manner to allow the crossing of the Easement Area by livestock and agricultural equipment.

3. Payments to Grantor. In consideration of the Easement and rights granted in this Agreement, Grantee shall pay to Grantor those amounts set forth in that certain Payment Addendum between Grantor and Grantee, dated as of the Effective Date (the “**Payment Addendum**”), which shall not be recorded herewith. If the Payment Addendum requires any ongoing or future payments, it shall be and remain the responsibility of Grantor, or the then record owner of the Property upon which this Easement is located to provide Grantee with prior written notice, in accordance with Section 10.1 of this Agreement, of any change in ownership that will result in a different payee. Until such time that Grantee receives actual notice of the foregoing, Grantee may continue to make any applicable payments to the owner to which it last made payment or it may suspend payment if there is a disagreement as to whom the then current owner is until such disagreement is resolved to Grantee’s reasonable satisfaction. Without written notice of an ownership change described above, Grantee shall not have liability for payments made or withheld, as provided herein, and under no circumstances will Grantee be required to make duplicate payments. In the event Grantee fails to make a payment hereunder timely, the matter shall be handled in accordance with Section 10.5 of this Agreement.

4. Liability for Improvements. Grantor shall have no liability for any costs or expenses incurred in connection with the siting, testing, construction, operation, maintenance, or removal of the Pipeline, or any other improvements of any kind made on the Property by Grantee. The rights granted to Grantee hereunder shall not be construed to create any responsibility on the part of Grantor to pay for any improvements, alterations or repairs occasioned by Grantee.

5. Grantee’s Obligations.

5.1. Contact Information. Before, during, and after construction, Grantee will provide Grantor with a contact number, so that Grantor can inquire about specifics concerning the Pipeline, including its construction and operation.

5.2. Construction Liens. Grantee shall, at all times, keep the Property free and clear of all claims for and/or liens for labor and services performed, and materials, supplies or equipment furnished in connection with Grantee's use of the Property; *provided, however*, that if such a lien is filed against the Property, Grantee shall indemnify and hold Grantor harmless against the consequences thereof.

5.3. Compensation and Indemnity.

(a) Grantee shall reasonably compensate Grantor 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 installation, construction, operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.

(i) 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 Easement Area or the Temporary Work Space be reduced or eliminated by Grantee during the construction, installation, use, operation, maintenance or replacement of the Pipeline, Grantor 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.

(ii) Grantee shall compensate Grantor for any injury or loss to Grantor's livestock resulting from construction or Grantee's operations and/or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the landowner whole.

(iii) In the event that 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 to Grantor (i) the reasonable costs of all fire suppression incurred by Grantor, (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 Grantor's 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 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 by the U.S. Department of Labor Bureau of Labor Statistics.

(b) Grantor agrees to timely notify the appropriate governmental agency of this Easement and its effect on any of Grantor's property enrolled in the Conservation Reserve Program ("CRP") or any substantially similar government program. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the CRP 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.

(c) To the extent allowed by law, except to the extent arising out of the gross negligence, intentional misconduct, or illegal acts of Grantor or the surface occupants, and its successors, assigns, and/or anyone for whom the Grantor is legally responsible, Grantee shall defend, protect, indemnify, and hold harmless Grantor, and pay all costs and expenses, including reasonable attorney's fees actually incurred by Grantor and the surface occupants, from and against any and all judgments, fines, claims, actions, causes of action, penalties, costs, damages, injuries, expenses, or other liability of any kind to the extent arising from, out of, or as a result of any construction or operations, activities (including removal or abandonment of the Pipeline), actions or inactions of Grantee, its parent, subsidiary, and related companies and their officers, directors, employees, shareholders, agents, successors, assigns, attorneys, insurers, contractors, subcontractors, consultants, or any other person or entity acting through or under them, or any of them, including, but not limited to, the negligent, intentional, willful, or wanton exercise of the rights and privileges herein granted. In the event that Grantor or surface occupants shall bring a court proceeding to enforce this Section 5.3(c) (or otherwise reasonably incurs attorney's fees, costs and expenses) to establish the right to indemnity and prevails, Grantee shall reimburse Grantor's attorney's fees, costs, and expenses reasonably incurred in connection with establishing the right to indemnity. For the purpose of this agreement, surface occupants are defined as a lessee or other authorized users of the surface.

(d) Grantee shall reasonably compensate for any damage to real or personal property, whether owned by Grantor or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee, guest or permittee of Grantor, or any other person or entity that has obtained or hereafter obtains rights or interests from Grantor, which was caused by the operations, activities, actions or inactions of Grantee.

(e) The indemnity provisions herein shall survive the expiration or termination of this Agreement and/or the surrender of the Easement Area to Grantor, shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy, and shall inure to the benefit of Grantor and the surface occupants and any successor and assignee of Grantor or the surface occupants and shall be binding upon Grantee and its successors and assigns.

(f) Grantee agrees to compensate Grantor or the surface occupant (the "**Claimant**") at the rate of One Hundred Dollars (\$100.00) per hour for the time reasonably and necessarily spent by the Claimant (i) in the enforcement of this Agreement which the employees of Grantee or its contractors (the "**Grantee Group**") failed to comply with in the conduct of their activities on the Property in the performance of work on behalf of Grantee; (ii) in response to a specific request by the Grantee Group to the Claimant in the conduct of their activities on the Property (the "**Grantee Group Obligation**"); or (iii) for reasonable actions taken in an emergency situation by the Claimant as a result of Grantee Group's activity on the Property. In cases of an emergency, the Claimant shall take all reasonable and necessary actions to resolve and address the emergency. Following an emergency, the Claimant shall notify the Grantee as soon as is practical. The rate per hour will adjust annually by reference to the "CPI-U" published by the U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index.

5.4. Construction and Reclamation. Grantee shall, at a minimum, and unless otherwise provided herein or by any more stringent applicable law, regulation, permit, or permit condition comply with all provisions and requirements in Grantee's Cedar Creek Anticline Enhanced Oil Recovery Unit Development and CO₂ Pipeline Project April 2018 Reclamation, Mitigation, and Monitoring Plan, and April 2018 Noxious Weed Management Plan ("Reclamation and Noxious Weed Management Plan"). A copy of the plan is recorded in the county clerk's office of Fallon County, instrument number 0103604. Grantor shall make reasonable efforts to reasonably avoid vehicular traffic during the reclamation process. Grantee shall ensure that the construction contractor (hereinafter, "Contractor"), all of his subcontractors, and all other persons engaged in the construction and installation of the Pipeline are informed of the terms and conditions set forth in this Agreement.

(a) Following the completion of construction, maintenance, repair, or removal of the Pipeline, Grantee shall remediate the area disturbed by construction as best as practicable to its original preconstruction condition, in accordance with the Reclamation and Noxious Weed Management Plan and all applicable permits, laws and regulations. Reclamation and clean-up along the Easement Area shall be accomplished in a timely manner, as conditions permit. All reclamation obligations, as set forth herein, are the obligation of Grantee regardless of the circumstances in the releasing of the rights as provided for in

this Agreement. Grantee's reclamation obligations shall survive the surrender or earlier termination of this Agreement.

- and 2.7 (b) Irrigation and Drainage. See Reclamation Plan Section 2.2
- 2.9. (c) Trash Clean Up. See Reclamation Plan Section 2.3, 2.7, and
- 4.7. (d) Open Trench. See Reclamation Plan Section 2.3.
- (e) Erosion. See Reclamation Plan Section 2.1., 2.7, 2.8.5, 2.11,
- 2.9. (f) Gates and Fences. See Reclamation Plan Section 2.7, 2.8.6,
- (g) Grantee shall use reasonable efforts to avoid locating the Pipeline in such a manner that requires removal of mature trees. Mature trees are trees that have lived for at least five years.
- (h) Topsoil. See Reclamation Plan Sections 2.1.7, 2.2, 2.3, 2.6, 2.7, and 2.8.1.
- (i) Noxious Weeds. See Noxious Weed Plan
- (j) Seed Mix. See Reclamation Plan Section 2.8.4. Grantee shall consult with Grantor regarding the seed mix that will be used for reclamation.
- (k) Rock Removal. See Reclamation Plan Section 2.8.2.
- (l) Access to Water. See Reclamation Plan Section 2.3.
- (m) Restoration of Temporary Access Routes. See Reclamation Plan Section 2.7.
- (n) Compaction. See Reclamation Plan Section 2.8.1.
- (o) Soil Additives. See Reclamation Plan Section 2.8.3.
- (p) Pet and Firearms. See Reclamation Plan Section 2.9
- (q) Trench Depression. See Reclamation Plan Section 2.11.
- (r) Reclamation Standards and Criteria. See Reclamation Plan Section 2.11, 5.0. The Parties may agree to alternative Reclamation Standards and Criteria whenever requested by Grantor. Grantee agrees to limit the dissemination of any information it obtains during reclamation to those agencies,

other governing bodies and persons necessary in order to obtain the authorizations required.

- (s) Wetlands. See Reclamation Plan Section 3.0.
- (t) Streams and Waterbodies. See Reclamation Plan Section 4.0.
- (u) Waterbody Crossing Methods. See Reclamation Plan Section 4.4.
- (v) Stabilization and Restoration of Stream Banks and Slopes. See Reclamation Plan Section 4.11.

5.5. Depth of Pipeline. Grantee agrees to bury and maintain the Pipeline to a minimum depth of forty-eight inches (48") except for in consolidated rock where the Pipeline will be buried and maintained to a minimum depth of thirty inches (30").

5.6. Location of Above Ground Facilities. Grantee will abide by all applicable laws and regulations with respect to the construction, installation, use, operation, maintenance, or replacement of the Pipeline. Grantee agrees to make reasonable efforts to locate aboveground installations (other than pipeline markers, corrosion protection test lead posts, and appropriate safety signage) adjacent to lot lines and as near as practicable to public road allowances, and in any event will comply with all applicable laws and regulations.

5.7. Hazardous Materials. Grantee at its expense shall comply with all applicable federal, state, and local laws, regulations, and ordinances governing Hazardous Materials. Hazardous Materials shall mean hazardous or toxic materials, wastes, substances, and/or pollutants, as defined or identified in federal, state, or local laws, rules, or regulations, whether now existing or hereinafter enacted. Grantee shall not use the Property for treatment, emission, release, discharge, or disposal of Hazardous Materials. In the event of any emission, discharge, or release of any Hazardous Materials, Grantee shall promptly undertake all environmental remediation required by applicable laws, rules, and/or regulations, and comply with orders, directives, or mandates of any local, state, or federal governmental or quasi-governmental authority having jurisdiction over pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, regulated, toxic, or hazardous substances into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). Grantee's obligations under this Section shall survive the expiration or termination of this Agreement and/or the Easement.

5.8. Easement Area Maintenance. Grantee shall have the right to cut, keep clear, and remove all trees, brush, or shrubbery in the Easement Area that are reasonably deemed by Grantee to injure, endanger, or interfere in any

manner with the efficient construction, operation, use, inspection, or maintenance of the Pipeline, fittings, cathodic protection equipment, or other appurtenances thereto; *provided, however*, that if Grantee either mows or cuts grass or crops of Grantor, Grantee is responsible for and shall compensate Grantor for such loss.

5.9. Waterlines and Non-Transmission Utility Lines. If the Pipeline crosses a waterline and/or non-transmission utility lines, Grantee shall, at its expense, ensure that the line's depth is either maintained or the line is lowered and protected in a manner reasonably acceptable to Grantor. If waterlines are interrupted, Grantee, at its expense, shall immediately supply water to Grantor until the original water supply has been restored. Before backfilling, Grantee shall determine whether any lines crossed during trenching were damaged during construction. If damage occurs, damaged lines shall be removed and replaced with new lines or repaired to the Grantor's reasonable satisfaction. If relocation of a waterline and/or non-transmission utility line is necessary, Grantee shall work directly with Grantor to determine proper location. Subsequent to construction and installation of the Pipeline, if Grantor intends to construct or repair a water or other line within the Easement Area, Grantee shall expose the Pipeline, exposing the top of the pipeline down to two feet (2') below the pipeline and three feet (3') to each side of the pipeline and backfilling the trench to accommodate said pipeline in a timely manner.

5.10. Notice to Grantor of Suits and Actions. Grantee agrees to promptly notify Grantor of any and all pending actions, suits, or proceedings, whether civil, criminal, administrative, or investigative in nature, involving or with regard to the Property.

5.11. Cultural, Archeological or Paleontological Resources. Grantee acknowledges that, except as disclosed in writing by Grantor, neither Grantor nor any of its employees, agents, officers, directors or representatives has made any representations, warranties, or agreements to or with Grantee as to the location of any gravesite, cultural, archaeological, or paleontological resources on the Property. To the extent lawfully required, Grantee shall consult with the federal or state authorities regarding the existence of cultural, archaeological, or paleontological resources located on the Property. Grantee shall comply in all material respects with all laws, ordinances, statutes, orders and regulations of any governmental agency with regard to the location, identification, excavation, removal, disposition, or disturbance of any cultural, archaeological, or paleontological resources. If paleontological or significant and eligible cultural or archaeological resources are discovered by Grantee, Grantee shall promptly notify Grantor and, to the extent lawfully required, all appropriate governmental agencies. Construction activities shall cease on that portion of the Easement Area and Temporary Work Space until any required approvals to recommence construction are obtained from the governmental agency with jurisdiction over the affected resource. Grantee shall make reasonable efforts to avoid the removal of any cultural, archaeological, and paleontological resources on the Property.

Grantee acknowledges that any cultural, archaeological, and paleontological resources discovered on the Property are not the property of the Grantee and shall remain the property of Grantor unless applicable local, state and federal law states otherwise. Information concerning the nature and location of any cultural, archaeological, and paleontological resources shall remain confidential between Grantor and Grantee, to the extent permissible under applicable laws and regulations.

6. Assignment.

6.3. Assignment by Grantor. Grantor, as used herein, shall mean TODD AND CARMEL MILLER together with his/her/its heirs, executors, personal representatives, successors and assigns. With respect to Grantor's covenants and agreements under this Agreement, the term Grantor shall be limited to mean and include only the owner or owners of the fee title to the Property at the time in question and any successors, assigns or heirs.

6.4. Assignment by Grantee. The rights granted herein to Grantee may be assigned freely by Grantee in whole, but not in part. In the event of an assignment by Grantee, Grantor shall be provided notice of the assignee within ninety (90) days thereafter. Any such assignment, conveyance, transfer, lease, or sublease of this Agreement made for the purpose of avoiding any obligations of Grantee, including but not limited to financial obligations, indemnification, and reclamation obligations, shall be void.

7. Termination and Removal.

7.3. Removal. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, as soon as practicable thereafter, or within any period prescribed by applicable law or regulation, unless otherwise mutually agreed upon, (a) remove from the Property all above-grade improvements and other personal property owned, located, installed or constructed by or on behalf of Grantee, (b) leave the surface of the Property free from debris arising from the foregoing or from the operations or activities of Grantee, and (c) otherwise reclaim any portion of the Property disturbed by Grantee to a condition reasonably similar to its original condition.

7.4. Release of Agreement. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, at Grantor's request, execute, acknowledge, and record a Release of Easement, to Grantor or Grantor's successor in interest, as the case may be. If Grantee determines that it no longer needs the rights granted herein as a result of a reroute of the Pipeline, Grantee shall provide notice thereof to Grantor and Grantee, at Grantor's request, shall execute, acknowledge and record a Release of Easement.

7.5. Abandonment of Pipeline. Abandonment of the Pipeline and the Easement shall occur if Grantee fails to complete construction and installation of the Pipeline within ten (10) years of the Effective Date. Abandonment of the Pipeline and the Easement shall also occur if Grantee ceases to operate or maintain the Pipeline for the transportation of the Product for a period of five (5) consecutive years. Abandonment of the Pipeline shall not under any circumstance entitle Grantee to a refund of all or part of any compensation previously paid to Grantor. Grantee shall notify Grantor as soon as practicable of any intent to abandon the Pipeline. Upon the abandonment of the Pipeline, Grantee shall either: (i) with Grantor's consent, remove the Pipeline from the Property with full reclamation of the Easement Area; or (ii) abandon the Pipeline in place in accordance with all applicable regulations and laws. The indemnity provisions hereof shall survive the expiration or termination of this Agreement and shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provision of a valid insurance policy and shall inure to the benefit of Grantor and any successor and assignee of Grantor and shall be binding upon Grantee, its successors and assigns.

8. Grantor's Liability. Grantor shall be liable to Grantee only for damage to Grantee resulting from Grantor's intentional acts, willful misconduct, negligent acts or omissions. If Grantor so chooses, Grantor can limit its liability by obtaining a broad form comprehensive general liability insurance policy protecting Grantor against loss or liability caused by Grantor's occupation and use of, and activities on, the Property. The policy shall have liability limits of not less than Five Hundred Thousand Dollars (\$500,000.00); provided, however, that in the event Grantor maintains insurance in an amount greater than the minimum required herein Grantor will afford the same coverage to Grantee. The insurance coverage amounts may be satisfied by any combination of primary and excess policies. If such a policy is in effect at the time of an event that may give rise to liability, then Grantor's liability to Grantee, if any, shall be limited to the proceeds of the insurance policy. To the greatest extent allowed under the law, Grantee acknowledges that Grantor shall not be held liable for any act or omission, whether intentional or otherwise, of any of Grantor's employees, agents, representatives, contractors, sublessees, grantees, licensees, invitees, guests or permittees, or any other person or entity that has obtained or hereafter obtains rights or interest from Grantor. Except to the extent arising from Grantor's intentional acts, willful misconduct, negligent acts or omissions, Grantor shall not be liable or responsible for any damage to or release from the Pipeline that occurs as a result of normal and customary farming or livestock management practices, including damage to Grantee's machinery and equipment.

9. All Applicable Regulations. Grantee shall comply with all applicable local, state, and federal permits, conditions, rules, and regulations relating to the Pipeline construction, reclamation, operation, and/or decommissioning and abandonment, whether now existing or enacted, imposed or granted in the future. To the extent that such laws, rules, regulations and/or permits or permit

conditions impose more stringent standards, a greater standard of protection than as set forth in this Agreement, or conflict with the terms of this Agreement, such laws, rules, regulations and/or permits shall govern the relationship of the Parties. Nothing herein constitutes a waiver of Grantor's rights and protections under any applicable permit, law, or regulation, in force now or in the future.

10. Miscellaneous.

10.1. Notice. All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, and shall be delivered personally, by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Grantor:

Todd and Carmel Miller
P.O. Box 299
Carson, ND 58529

If to Grantee:

Denbury Resources
Att: Right of Way Manager
5320 Legacy Drive
Plano, Texas 75024

Notice personally delivered shall be deemed given the day so delivered. Notice given by overnight courier shall be deemed given on the first business day following the date of receipt. Notice mailed as provided herein shall be deemed given on the third business day following the postmarked date. Any Party may change its address for purposes of this subsection by giving written notice of such change to the other Party in the manner provided in this subsection.

10.2. Entire Agreement. Except to the extent otherwise provided herein, this Agreement constitutes the entire agreement between the Parties. No other agreements have been made modifying, adding to, or changing the terms hereof. This Agreement may not be abrogated, modified, rescinded, or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and, when appropriate, duly recorded in the appropriate real property records. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

10.3. Force Majeure. If performance of this Agreement or of any obligation hereunder (other than an obligation to pay any compensation as set forth in the Payment Addendum) is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, Grantee, upon giving written notice to Grantor, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. Grantee shall continue performance hereunder whenever such causes are removed. Force

Majeure shall mean causes beyond the reasonable control of and without the fault or negligence of Grantee, and in any case whereby exercise of due foresight Grantee could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

10.4. Governing Law. This Agreement shall be governed by the laws of the State of North Dakota, and the venue of any action brought concerning the interpretation or enforcement of this Agreement shall be proper in the County in which the Property is located.

10.5. Default. In the event of any default hereunder by Grantee, Grantor shall provide Grantee written notice of the alleged default and Grantee shall have forty five(45) days from the receipt of said notice to cure the default or be diligently pursuing the cure thereof. If after being afforded the right to cure Grantee is still in default and Grantor chooses to file a court proceeding against Grantee, and in such event Grantor prevails in said court proceeding, Grantee agrees to pay for Grantor's reasonable attorney's fees, costs and expenses incurred in connection with the proceeding.

10.6. No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10.7. Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against, either Party.

10.8. Other General Provisions. The covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement, or otherwise give rise to any cause of action in any person or entity not a Party hereto. The duties, obligations; and liabilities of the Parties are intended to be several and not joint or collective. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and easement grantee, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party.

10.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; *provided, however*, that all such counterparts shall together constitute one and the same instrument.

10.10. Invalidity. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

10.11. Warranty of Authority. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

10.12. No Warranty of Title and Acceptance As Is. GRANTOR EXPRESSLY MAKES NO CLAIMS, PROMISES, OR GUARANTEES ABOUT ITS TITLE TO THE EASEMENT AREA OR THE UNDERLYING LANDS. NO WARRANTY OF ANY KIND, WHETHER IMPLIED, EXPRESSED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF TITLE, IS GIVEN WITH RESPECT TO GRANTOR'S PURPORTED OWNERSHIP OF THE EASEMENT AREA OR THE UNDERLYING LANDS. GRANTEE SHALL CONDUCT A TITLE REVIEW TO DETERMINE IF THERE ARE ANY TITLE DEFECTS THAT WOULD AFFECT GRANTEE'S ABILITY TO USE THE EASEMENT AREA AS INTENDED AND THE RISK, COST, AND EXPENSE OF A TITLE FAILURE SHALL REST WITH GRANTEE. MOREOVER, GRANTEE ACKNOWLEDGES AND AGREES THAT THE EASEMENT AREA IS ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT PHYSICAL CONDITIONS, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO.

10.13. Relationship of Parties. Grantee and Grantor shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14. Grantee's Employees. Grantee shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform Grantee's obligations under this Agreement, including all federal, state, and local income, social security, payroll, and employment taxes, and statutorily mandated workers' compensation coverage. None of the persons employed by Grantee, or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee, guest, or permittee of Grantee, shall be considered employees of Grantor for any purpose; nor shall Grantee

represent to any person or entity that Grantee shall become an employee or agent of Grantor.

10.15. Good Faith and Fair Dealing; Reasonableness. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval, or similar action shall be in writing and not be unreasonably withheld, conditioned, delayed or denied, and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

10.16. Cooperation. The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, Grantee has executed this Agreement as of the 16
day of October, 2018.

GRANTEE:

Print: David Anderson

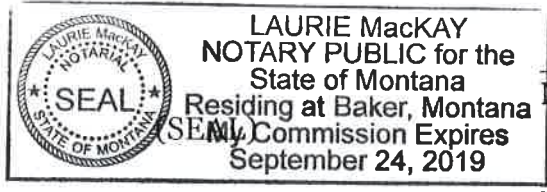
Sign: *David Anderson*

Its: Right of Way Manager

STATE OF MONTANA)
) ss
COUNTY OF FALLON)

On this the 16th day of October, 2018, before me, the undersigned officer, personally appeared David Anderson, Right of Way Manager, for Denbury Resources, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Laurie Mackay
Notary Public

My Commission Expires: 9/24/2018

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the 18 day of October, 2018.

GRANTOR

Name: TODD MILLER

Sign: Todd Miller

Name: CARMEL MILLER

Sign: Carmel Miller

STATE OF North Dakota
) ss
COUNTY OF Grant)

On this the 18th day of October, 2018, before me, the undersigned officer, personally appeared TODD MILLER, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cherie Zenker
Notary Public

(SEAL)

My Commission Expires: 8-29-2022



STATE OF North Dakota

) ss

COUNTY OF Grant

On this the 25 day of January, 2019, before me, the undersigned officer, personally appeared CARMEL MILLER, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

Carmel Miller

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cherie Zenker

Notary Public

(SEAL)

My Commission Expires: 8-29-2022



184560

STATE OF North Dakota

) ss

COUNTY OF Grand

On this the 25 day of January, 2019 before me, the undersigned officer, personally appeared CARMEL MILLER, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

Carmel Miller

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cherie Zenker
Notary Public

(SEAL)

My Commission Expires: 8-29-2022



002481

184560

EXHIBIT "C"

CH.ND.BO.0023.000

DESCRIPTION OF PROPERTY

E2NW4, W2NE4, Section 33, Township 132 North, Range 106 West, Bowman County, North Dakota

TOTAL RODS EASEMENT	195.81 RODS
TOTAL ACRES TEMPORARY WORK SPACE	3.71 ACRES
TOTAL ACRES ATWS	0.00 ACRES
TOTAL MILES ACCESS ROADS	0.00 MILES