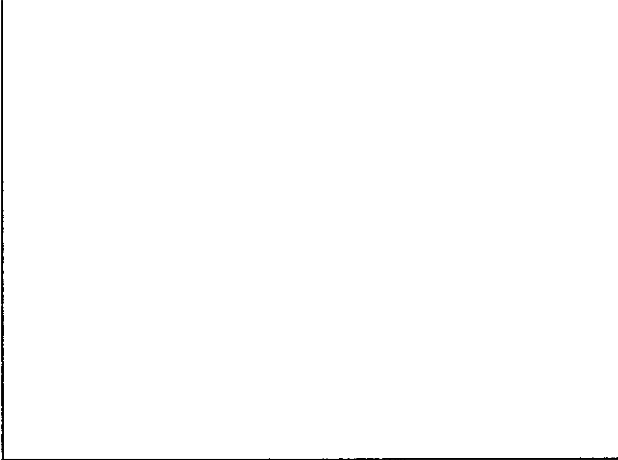


Return To:
North Dakota Pipeline Company LLC
3001 South Columbia Road
Suite E
Grand Forks, ND 58201



For Recorder's Use Only

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

North Dakota Pipeline Company LLC,)

CIVIL NO. 18-2014-CV-01058

Plaintiff,)

Vs.)

FINAL ORDER OF CONDEMNATION

James R. Botsford and Krista L. Botsford,)

As Trustees of the James and Krista)

Botsford Trust dated November 24, 1999,)

Defendants.)

IT IS HEREBY DETERMINED, ORDERED, ADJUDGED AND DECREED that NORTH DAKOTA PIPELINE COMPANY LLC, a Delaware limited liability company, with an office located at 26 East Superior Street, Suite 309, Duluth, Minnesota 55802, its grantees, successors and assigns (hereinafter called "Plaintiff") shall have the following rights, interests, and privileges in the real property of James R. Botsford and Krista L. Botsford, as Trustees of the James and Krista Botsford Trust dated November 24, 1999 (hereinafter called "Defendants") as expressed in this Final Order of Condemnation:

- a. A right-of-way and 99-year easement to construct, operate, maintain, repair or remove one 24" pipeline to transport oil, as defined in N.D.C.C. § 38-08-02(9), on, over, under, in, through and across a strip of land, as described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Right-of-Way.") The easement also includes the right to conduct activities reasonably related to the locating, construction, operation, and maintenance of the 24" pipeline (such as to inspect, including aerial patrol and subsurface digging, protect, repair, replace, reconstruct, and change the size of the pipeline, together with any reasonably necessary pipeline apparatus, safety equipment, and other necessary additions in connection with the

pipeline construction, operation, and maintenance). This easement includes the right to clear and keep cleared the Right-of-Way so as to prevent damage or interfere with the safe and efficient construction, operation, maintenance, and patrol of the pipeline(s) and appurtenances.

If construction of the pipeline has not begun five years from the date of this Final Order of Condemnation, this easement will be exonerated.

b. Until such time as the construction, testing, and commissioning of the pipeline is complete, the right to use and occupy such of Defendants' land adjacent to the Right-of-Way as is reasonably necessary for Construction Work Space, as identified more fully by Exhibit B attached hereto and incorporated herein, for the purposes of surveying, locating, constructing, testing, reclamation and commissioning of Plaintiff's pipeline, appurtenances, and rights-of-way (including the temporary storage of equipment and material), provided that at the conclusion of the construction, testing, and commissioning of the pipeline all areas of Construction Work Space shall be reclaimed and shall revert to the possession and control of the Grantor.

c. The right to use and occupy such of Grantor's land adjacent to the Right-of-Way as identified more fully by Exhibit B as may be reasonably necessary for Operation and Maintenance Work Space, to be used from time to time and as may be necessary for the inspection and patrol (including subsurface digging), operation, maintenance, repair, replacement, relocation, reconstruction, reclamation, removal, protection, idling and abandonment of the pipeline, provided that at the conclusion of any operation or maintenance activity, any area of Operation and Maintenance Work Space used or occupied by the Plaintiff shall be reclaimed and shall revert to the possession and control of the Grantor until such time as the Operation and Maintenance Work Space is again required by Plaintiff.

d. The right of ingress and egress across Defendants' adjacent lands to and from the Right-of-Way, using existing roads, routes, and paths and only when reasonably necessary to the exercise by the Plaintiff of the rights herein granted.

The aforesaid rights and easement are granted as and from the date hereof for the longest term allowed by North Dakota law, not to exceed 99 years, on the following terms and conditions:

A. The Plaintiff shall, at the time of construction of the pipeline, bury said pipeline at the depth as may be required by law, and shall also pay for damage to annual crops, fences, trees and other existing improvements that may arise from the exercise of the rights herein granted in connection with the installation of the pipeline(s) and Plaintiff's use of any of Defendants' lands adjacent to the Right-of-Way during construction, operations and maintenance.

B. Plaintiff shall have the right to clear and keep cleared all trees, undergrowth, and any other obstructions (including structures), whether temporary, permanent, man-made or natural, from the herein granted Right-of-Way.

C. Defendants shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said Right-of-Way any pit, well, septic system, foundation, pavement, road or any other structure or installation, whether temporary or permanent, natural or man-made, without Plaintiff's prior written consent.

D. Defendants shall have the right fully to use and enjoy said premises for surface agricultural uses except as the same may interfere with activities necessary, convenient or incidental to the purposes herein, and provided further that Defendants' use does not interfere with Plaintiff's operations on the Right-of-Way.

E. Plaintiff shall have the right to assign and mortgage this Agreement and the easement herein granted in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

F. The rights and easements granted to Plaintiff herein are limited to those which are reasonably necessary for the construction, maintenance, or operation of the pipeline.

G. The covenants and conditions herein contained shall, to the greatest extent allowed by law, bind and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of Defendants and Plaintiff respectively.

IN WITNESS WHEREOF, The Hon. Debbie Kleven has executed this document this ____ day of _____ 2015.

THE HON. DEBBIE KLEVEN
JUDGE OF THE DISTRICT COURT

EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant related to the real property owned by James R. Botsford and Krista L. Botsford as Trustees of the James and Krista Botsford Trust dated November 24, 1999 as fully described below.

PROPERTY LEGAL DESCRIPTION:

SE ¼ of Section 9, Township 151 North, Range 53 West, Grand Forks County, North Dakota, being more particularly described in that certain Quit Claim Deed, dated January 24, 2011, from James R. Botsford and Krista L. Botsford aka Krista Botsford, husband and wife, to James R. Botsford and Krista L. Botsford as Trustees of the James and Krista Botsford Trust dated November 24, 1999, recorded as Document No. 704682, Office of Recorder, Grand Forks County, North Dakota, less and except any conveyances heretofore made.

Permanent Index Number (P.I.N.): 09090400001000

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

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