

Transaction Identification Date: N/A  
Issuing Agent: Mark Purintun  
Issuing Office: Purintun Abstract & Title, LLC  
Issuing Office's ALTA® Registry ID: 1057941  
Loan ID Number: N/A  
Commitment Number: 9289-2024 (A)  
Issuing Office File Number: 9289-2024 (A)  
Property Address: N/A  
Revision Number: N/A

## SCHEDULE A

### COMMITMENT

1. Commitment Date: August 01, 2024 at 7:59 AM
2. Policy to be issued: **TO BE DETERMINED**
  - a. 2021 ALTA® Owner's Policy  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured:
  - b. 2021 ALTA® Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured:
  - c. (enter text here) ALTA® (enter text here) Policy  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
Pamela Logan Cassidy, Mary Leah Graham, Dana Lynn Kennedy, Charles Jerome Logan, Amy Salter, Jeanne Ellen Liming, Lori Ann Sawyer and Lisa Marie Logan, in equal shares as tenants in common,  
and, as disclosed in the Public Records, has been since December 8, 2006 at 9:50 AM
5. The Land is described as follows:  
The Northeast Quarter (NE¼) of Section Eleven (11), Township One Hundred Nine (109) North, Range Fifty-Seven (57) West of the 5<sup>th</sup> P.M., in Kingsbury County, South Dakota.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

**SCHEDULE B I  
COMMITMENT  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Complete and return enclosed affidavits, if any.

**FURTHER REQUIREMENTS TO BE DETERMINED**

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## SCHEDULE B II COMMITMENT

### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

01. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
02. Coverage of this Commitment extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Court of Kingsbury County, South Dakota. Search was not made of filings in the central office of the Secretary of State of South Dakota. Any filings in the central office of the Secretary of State of South Dakota are not covered by this Commitment.
03. Rights or claims of parties in possession not shown by the public records. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water; any right, title or interest in any minerals, mineral rights, or related matters.
04. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
05. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
06. The real estate described in this Commitment/Policy shall not be deemed to include and no search has been made in regard to any house trailer, mobile home or manufactured home standing on the premises. Subsequently, we are not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.
07. Easements, claim of easements or encumbrances, including unrecorded underground easements, if any, which are not shown by the public record.
08. No title examination was made regarding and no coverage is afforded hereunder for the minerals or the mineral estate underlying, associated with, or severed from the land described in Schedule A, if any, including rights and easement granted or reserved along therewith or arising by operation of law.
09. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
10. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
11. Any service, installation or connection charge for sewer, water or electricity.
12. Subject to unrecorded leases, if any.
13. Real Estate Taxes and Special Assessments, if any, for the year 2024 and subsequent years which constitute a lien but are not due and payable.
14. Section-line highways by operation of law, SDCL 31-18 and/or any road by SDCL 31-3.
15. Subject to any setback lines and utility easements that may exist.

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**ORT Form 4757 B II**

Schedule B II – ALTA Commitment 2021 v. 01.00

07/01/2021

16. If a portion of the property contains wetlands which may be subject to federal, state or local regulations, the right to use or improve these wetlands is excepted herein.
17. Terms, conditions, duties and obligations of Grant of Right of Way to County granted to County of Kingsbury, State of South Dakota, filed June 12, 1963 at 3 PM in Book 19 of Misc., on page 594, for a strip of land 17 feet wide running north to south along the entire NE¼ of 11-109-57 and adjoining the present County Highway that now exists.
18. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 10, 2015 at 2:50 PM in Book 49 of Misc., on page 326, for pipeline, temporary construction and access easements.
19. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 10, 2015 at 3:00 PM in Book 49 of Misc., on page 334, for pipeline, temporary construction and access easements.
20. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 10, 2015 at 3:10 PM in Book 49 of Misc., on page 342, for pipeline, temporary construction and access easements.
21. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 10, 2015 at 3:20 PM in Book 49 of Misc., on page 350, for pipeline, temporary construction and access easements.
22. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 10, 2015 at 3:30 PM in Book 49 of Misc., on page 358, for pipeline, temporary construction and access easements.
23. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 10, 2015 at 3:40 PM in Book 49 of Misc., on page 366, for pipeline, temporary construction and access easements.
24. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 18, 2015 at 1:00 PM in Book 49 of Misc., on page 403, for pipeline, temporary construction and access easements.
25. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 08, 2016 at 2:30 PM in Book 50 of Misc., on page 68, for pipeline, temporary construction and access easements.
26. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 08, 2016 at 2:40 PM in Book 50 of Misc., on page 80, for pipeline, temporary construction and access easements.
27. Terms, conditions, duties and obligations of Affidavit of As-Built Drawings and Construction executed by Robert Rose, Vice President of Land and Right of Way for Dakota Access, LLC, filed September 12, 2017 at 9:20 AM in Book 51 of Misc., on page 21, which shows true and correct copies of the as-built drawings of the pipeline as located upon the NE¼ of 11-109-57.
28. 2023 Real Estate Taxes due and payable in 2024 in the amount \$3201.66. The 1<sup>st</sup> half due April 30, 2024 in the amount \$1600.83 is paid, and the 2<sup>nd</sup> half due October 31, 2024 in the amount \$1600.83 is unpaid. Parcel DOE# 1001

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FILE NUMBER 9289-2024 (B)

Transaction Identification Date: N/A

Issuing Agent: Mark Purinton

Issuing Office: Purinton Abstract & Title, LLC

Issuing Office's ALTA® Registry ID: 1057941

Loan ID Number: N/A

Commitment Number: 9289-2024 (B)

Issuing Office File Number: 9289-2024 (B)

Property Address: N/A

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### COMMITMENT

1. Commitment Date: August 01, 2024 at 7:59 AM

2. Policy to be issued: **TO BE DETERMINED**

a. 2021 ALTA® Owner's Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured:

b. 2021 ALTA® Loan Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured:

c. (enter text here) ALTA® (enter text here) Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Pamela Logan Cassidy, Mary Leah Graham, Dana Lynn Kennedy, Charles Jerome Logan, Amy Salter, Jeanne Ellen Liming, Lori Ann Sawyer and Lisa Marie Logan, in equal shares as tenants in common,

and, as disclosed in the Public Records, has been since December 8, 2006 at 9:50 AM

5. The Land is described as follows:

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ORT Form 4757 A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

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All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
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3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
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The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

01. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
02. Coverage of this Commitment extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Court of Kingsbury County, South Dakota. Search was not made of filings in the central office of the Secretary of State of South Dakota. Any filings in the central office of the Secretary of State of South Dakota are not covered by this Commitment.
03. Rights or claims of parties in possession not shown by the public records. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water; any right, title or interest in any minerals, mineral rights, or related matters.
04. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
05. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
06. The real estate described in this Commitment/Policy shall not be deemed to include and no search has been made in regard to any house trailer, mobile home or manufactured home standing on the premises. Subsequently, we are not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.
07. Easements, claim of easements or encumbrances, including unrecorded underground easements, if any, which are not shown by the public record.
08. No title examination was made regarding and no coverage is afforded hereunder for the minerals or the mineral estate underlying, associated with, or severed from the land described in Schedule A, if any, including rights and easement granted or reserved along therewith or arising by operation of law.
09. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
10. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
11. Any service, installation or connection charge for sewer, water or electricity.
12. Subject to unrecorded leases, if any.
13. Real Estate Taxes and Special Assessments, if any, for the year 2024 and subsequent years which constitute a lien but are not due and payable.
14. Section-line highways by operation of law, SDCL 31-18 and/or any road by SDCL 31-3.
15. Subject to any setback lines and utility easements that may exist.

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16. If a portion of the property contains wetlands which may be subject to federal, state or local regulations, the right to use or improve these wetlands is excepted herein.
17. Terms, conditions, duties and obligations of Affidavit of Excerpt and Certificate of Highway Vacation Proceedings filed November 21, 1966 at 2:50 PM and recorded in Book 21 of Misc., on page 305, which vacates the public highway located between Sections 14-109-57 and 11-109-57.
18. 2023 Real Estate Taxes due and payable in 2024 in the amount \$3169.30. The 1<sup>st</sup> half due April 30, 2024 in the amount \$1584.65 is paid, and the 2<sup>nd</sup> half due October 31, 2024 in the amount \$1584.65 is unpaid. Parcel DOE# 1004

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**ORT Form 4757 B II**

Schedule B II - ALTA Commitment 2021 v. 01.00

07/01/2021



No. 6460

GRANT OF RIGHT OF WAY TO COUNTY

KNOW BY ALL THESE PRESENTS: That I, Charles J. Logan

being one of the owners of separate parcels of land lying north and south and adjacent to a public highway known as Co. Proj. 6A running east and west between State Hwy. # 25 and West Kingsbury Co. Line South Dakota, do hereby give, grant, dedicate and quit claim unto said County of Kingsbury, State of South Dakota an easement or right of way for the construction, improvement, operation and maintenance of a public road upon and across the following land lying and being situated in the County of Kingsbury, and the State of South Dakota, to-wit:

A strip of land (17) seventeen feet wide running along the entire NE 1/4, Sec. 11, Twp. 109, R. 57. The seventeen feet are adjoining the present County Highway that now exists. This strip of land begins approximately (33) thirty three feet from the center line of the present highway and extends to the north or the south of the now existing right of way and runs from the east to the west.

To have and to hold the said easement or right of way unto the said County of Kingsbury, State of South Dakota, for public road or highway purposes, so long as the same shall be used, operated and maintained as a public highway; and the grantors hereby dedicate their respective interests in said strip of land to public use for such purposes.

The grantors herein expressly limit the grant and quit claim of this easement or right of way to their respective interests in those parcels of land across which the above described strip of land lies.

The grantors herein for the purposes and considerations herein above contained and expressed, do hereby join in the grant of this easement or right of way, and in this dedication to public use, for the purpose of relinquishing any right and homestead which we may or might have.

CHARLES J. LOGAN

STATE OF SOUTH DAKOTA, }  
County of Kingsbury } ss.

On this 16 day of May, 1963, before me, the undersigned, the following person appeared Charles J. Logan, to me known to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

(SEAL)

PRESTON OLIVER

My commission expires Dec 3, 1967 Notary Public in and for the State of South Dakota

BORROW PERMIT

KNOW ALL MEN BY THESE PRESENTS: That I, Charles J. Logan of the County of Kingsbury, State of South Dakota, hereby do dedicate unto the County of Kingsbury, State of South Dakota the right to take materials, consisting of rock, gravel, sand and earth from any portion of the hereinafter described tract of land, for the purpose of construction, maintaining and repairing highways, at any and all time from date hereof until

1965 together with the right to operate necessary equipment thereon and right of ingress and egress for the purpose of removing said materials therefrom, to the right of way of County Road No. Proj. 6A, said tract of land being situated in the County of Kingsbury, State of South Dakota, and described as follows:

Situated along the entire north length of th NE 1/4, Sec. 11, Twp. 109, R. 57.

In witness whereof I have hereunto set my hand and seal this 16 day of May, A. D. 1963

Charles J. Logan

STATE OF SOUTH DAKOTA, }  
County of Kingsbury } ss.

On this 16 day of May, 1963, before me, the undersigned, the following person appeared Charles J. Logan to me known to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

(SEAL)

PRESTON OLIVER

My commission expires Dec 3, 1967 Notary Public in and for the State of South Dakota

Filed for record the 12 day of June, 1963, at 3 o'clock P. M., and recorded in Book 19 of Miscellaneous Records, on page 594

DONALD D. MENZEL  
Register of Deeds, Kingsbury County, S. D.



STATE OF SOUTH DAKOTA } SS  
Kingsbury County

Filed for Record on 8/10/2015 at 2:50 PM  
and Recorded in Book 49 of Misc  
on Page 326. Document # **38876**

Recording Fee: \$30.00 Page:1 of 8

Transfer Fee: \$0.00

*Caryn J. Hojer*

By *Bruce Tander* Register of Deeds  
Deputy

C. FEE \$ 30.00  
RECORDED  
INDEXED  
COMP.

**Prepared by and Return to:**

**Micah Rorie, Dakota Access, LLC, 4401 South Technology Dr., South Suite, Sioux Falls, SD 57106  
(605) 277-1662**

**PROJECT: DAPL/Dakota Access Pipeline 30"**

**TRACT NUMBER: SD-KI-043.000**

**PARCEL ID: 1001**

**COUNTY: Kingsbury**

**EASEMENT AGREEMENT**

This easement agreement ("Agreement"), dated 31 July, 2015, is between **Margaret Mary Logan, Life Estate; Pamela Logan Cassidy, Mary Leah Graham, Dana Lynn Kennedy, Charles Jerome Logan, Amy Salter, Jeanne Ellen Liming, Lori Ann Sawyer and Lisa Marie Logan, in equal shares as tenants in common, Remaindermen**, whose mailing address is **1029 Lawrence Street, Belle Fourche, SD 57717** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is **1300 Main Street, Houston, Texas 77002**, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a **fifty foot (50')** wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement **one hundred feet (100')** in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), (iii) access easements not to exceed **twenty five feet (25')** in width for access to and from the Pipeline Easement and the Temporary Construction Easement and not to exceed **fifty feet (50')** in width for access to and from the below described surface site ("Access Easement"), and (iv) a **fifty foot by seventy five foot (50' x 75')** surface site, such surface site to be used for valves, risers, meters, pumps, electric facilities and lines, and associated pipeline facilities and the Access Easement(s) to be for ingress and egress, power lines and electric transmission or generation lines as may be needed to supply power to the facilities located on the surface site. The Pipeline Easement, the Temporary Construction Easement, and the Access Easement and the surface site (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty inches (30")** in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

The NE ¼ of Section 11, Township 109 North, Range 57 West of the Fifth P.M., Kingsbury County, South Dakota, described in Personal Representative's Deed of Distribution dated December 4, 2006 from Margaret Mary Logan, as the duly appointed, qualified, and acting Personal Representative of the Estate of Charles J. Logan, Deceased to Pamela Logan Cassidy, et al, recorded in Book 108, Page 594, Deed Records, Kingsbury County, South Dakota, less and except any conveyances heretofore made.

Initial *CA*

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

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

It is further agreed as follows:

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

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

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

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

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

Initial



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

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

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

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

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

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

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in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

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

10. Grantee will bury the pipelines laid hereunder with a cover of at least forty-eight inches (48") from the top of the pipe to the surface of the ground; except it shall be buried not less than twenty-four inches (24") through rock;

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

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

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

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

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

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

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

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

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

EXECUTED this 31<sup>ST</sup> day of July, 2015.

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**GRANTOR:**

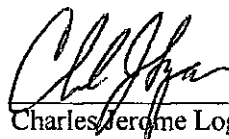
\_\_\_\_\_  
Margaret Mary Logan, Life Estate

\_\_\_\_\_  
Pamela Logan Cassidy, Remaindermen

\_\_\_\_\_  
Mary Leah Graham, Remaindermen

\_\_\_\_\_  
Dana Lynn Kennedy, Remaindermen



  
\_\_\_\_\_  
Charles Jerome Logan, Remaindermen

\_\_\_\_\_  
Amy Salter, Remaindermen

\_\_\_\_\_  
Jeanne Ellen Liming, Remaindermen

\_\_\_\_\_  
Lori Ann Sawyer, Remaindermen

\_\_\_\_\_  
Lisa Marie Logan, Remaindermen

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ACKNOWLEDGMENT

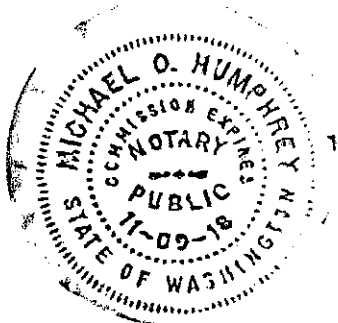
State of WASHINGTON )  
 ) ss  
County of KITAP )

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 31<sup>ST</sup> day of July, 2015.

[Signature]  
Notary Public

My Commission Expires: 9 NOV 2018



ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

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

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

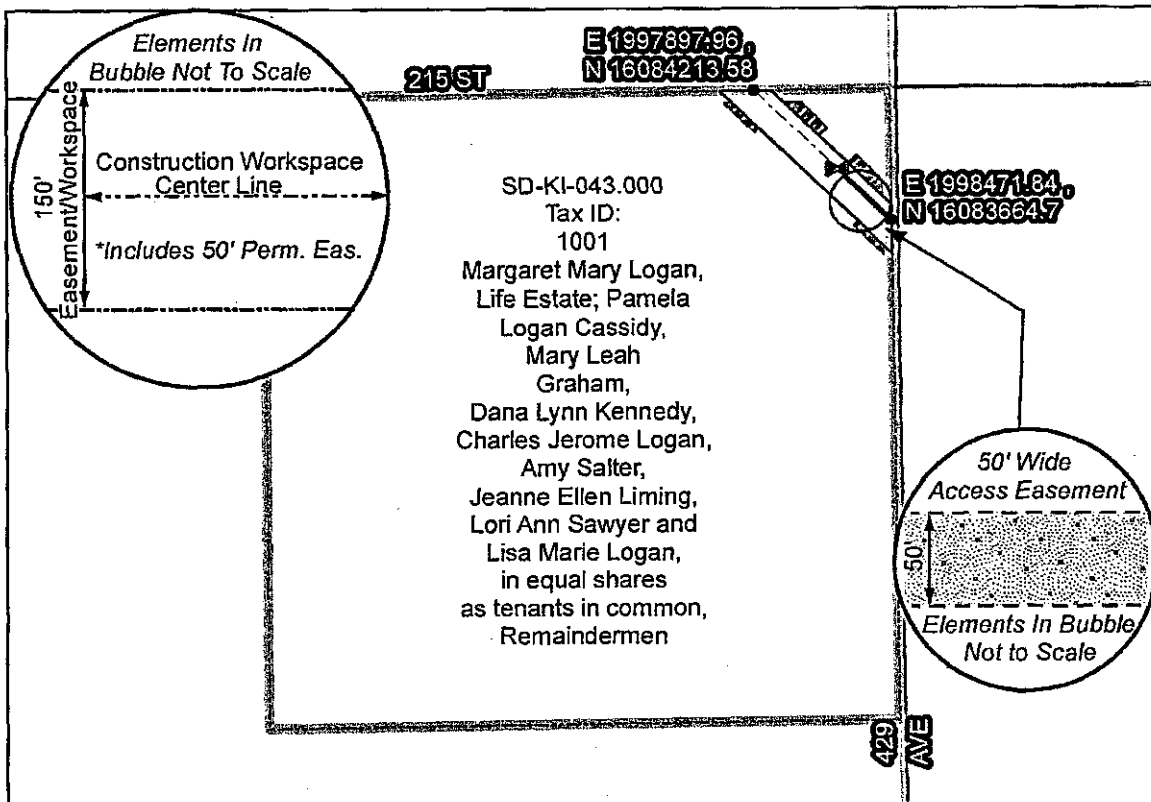
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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**Exhibit A**  
**KINGSBURY COUNTY, SD**  
**S11-R57W-T109N**



ROW Length: 794.11 Ft. = 48.13 Rods  
 Proposed Permanent Easement: 0.91 AC  
 Temp Easement/ Workspace: 2 AC  
 Add Temp Easement/ Workspace: 0.59 AC  
 50' Wide Access Easement Ln: 261.4 Ft.  
 25' Wide Access Easement Ln: Ft.  
 Valve Site: 0.09 Ac.  
 Linear/Areal Calc = NAD 1983 UTM  
 Zone 14N



Tract No.: SD-KI-043.000

DAKOTA ACCESS, LLC

**Proposed Pipeline Easement Across:**  
 Margaret Mary Logan, Life Estate; Pamela Logan Cassidy, Mary Leah Graham, Dana Lynn Kennedy, Charles Jerome Logan, Amy Salter, Jeanne Ellen Liming, Lori Ann Sawyer

- Entry & Exit Points
- ⊞ Mainline Valve Site
- Center Line
- Easement/Workspace
- ▭ Property Boundaries
- ▨ Additional Temporary Easement - Workspace

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

Landowner Initials



FEE \$ 30.00  
RECORDED  
INDEXED  
COMP.



STATE OF SOUTH DAKOTA } SS  
Kingsbury County

Filed for Record on 8/8/2016 at 2:40 PM  
and Recorded in Book 50 of Misc  
on Page 80. Document # 39977

Recording Fee: \$30.00 Page:1 of 12  
Transfer Fee: \$0.00

Caryn J. Hojer  
By Brian C. Tander Register of Deeds Deputy

Prepared by and Return to:  
Micah Rorie, Dakota Access, LLC, 4401 South Technology Dr., South Suite, Sioux Falls, SD 57106  
(605) 277-1662  
PROJECT: DAPL/Dakota Access Pipeline 30"  
TRACT NUMBER: SD-KI-043.000  
PARCEL ID: 1001  
COUNTY: Kingsbury

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated December 2, 2015, is between Margaret Mary Logan, Life Estate; Pamela Logan Cassidy, Mary Leah Graham, Dana Lynn Kennedy, Charles Jerome Logan, Amy Salter, Jeanne Ellen Liming, Lori Ann Sawyer and Lisa Marie Logan, in equal shares as tenants in common, Remaindermen, whose mailing address is 1029 Lawrence Street, Belle Fourche, SD 57717 (hereinafter referred to as "Grantor", whether one or more), and Dakota Access, LLC whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), (iii) access easements not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement and not to exceed fifty feet (50') in width for access to and from the below described surface site ("Access Easement"), and (iv) a fifty foot by seventy five foot (50' x 75') surface site, such surface site to be used for valves, risers, meters, pumps, electric facilities and lines, and associated pipeline facilities and the Access Easement(s) to be for ingress and egress, power lines and electric transmission or generation lines as may be needed to supply power to the facilities located on the surface site. The Pipeline Easement, the Temporary Construction Easement, and the Access Easement and the surface site (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

The NE ¼ of Section 11, Township 109 North, Range 57 West of the Fifth P.M., Kingsbury County, South Dakota, described in Personal Representative's Deed of Distribution dated December 4, 2006 from Margaret Mary Logan, as the duly appointed, qualified, and acting Personal Representative of the Estate of Charles J. Logan, Deceased to Pamela Logan Cassidy, et al, recorded in Book 108, Page 594, Deed Records, Kingsbury County, South Dakota, less and except any conveyances heretofore made.

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

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

It is further agreed as follows:

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

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

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

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

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

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

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

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

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

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

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

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in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

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

10. Grantee will bury the pipelines laid hereunder with a cover of at least forty-eight inches (48") from the top of the pipe to the surface of the ground; except it shall be buried not less than twenty-four inches (24") through rock;

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

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

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

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

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

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

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

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

Initial \_\_\_\_\_



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

EXECUTED this 2nd day of December, 2015.

Initial pc

GRANTOR:

Margaret Mary Logan, Life Estate

*Pamela Logan Cassidy*  
Pamela Logan Cassidy, Remaindermen

Mary Leah Graham, Remaindermen

Dana Lynn Kennedy, Remaindermen

Charles Jerome Logan, Remaindermen

Amy Salter, Remaindermen

Jeanne Ellen Liming, Remaindermen

Lori Ann Sawyer, Remaindermen

Lisa Marie Logan, Remaindermen

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*pc*

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

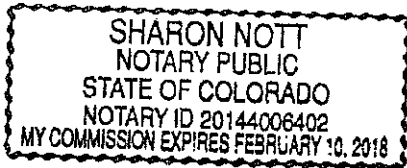
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Colorado )  
 ) ss  
County of Douglas )

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2nd day of December, 2015.



Sharon Nott  
\_\_\_\_\_  
Notary Public

My Commission Expires: February 10, 2018

Initial pc



**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Initial \_\_\_\_\_



**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

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

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

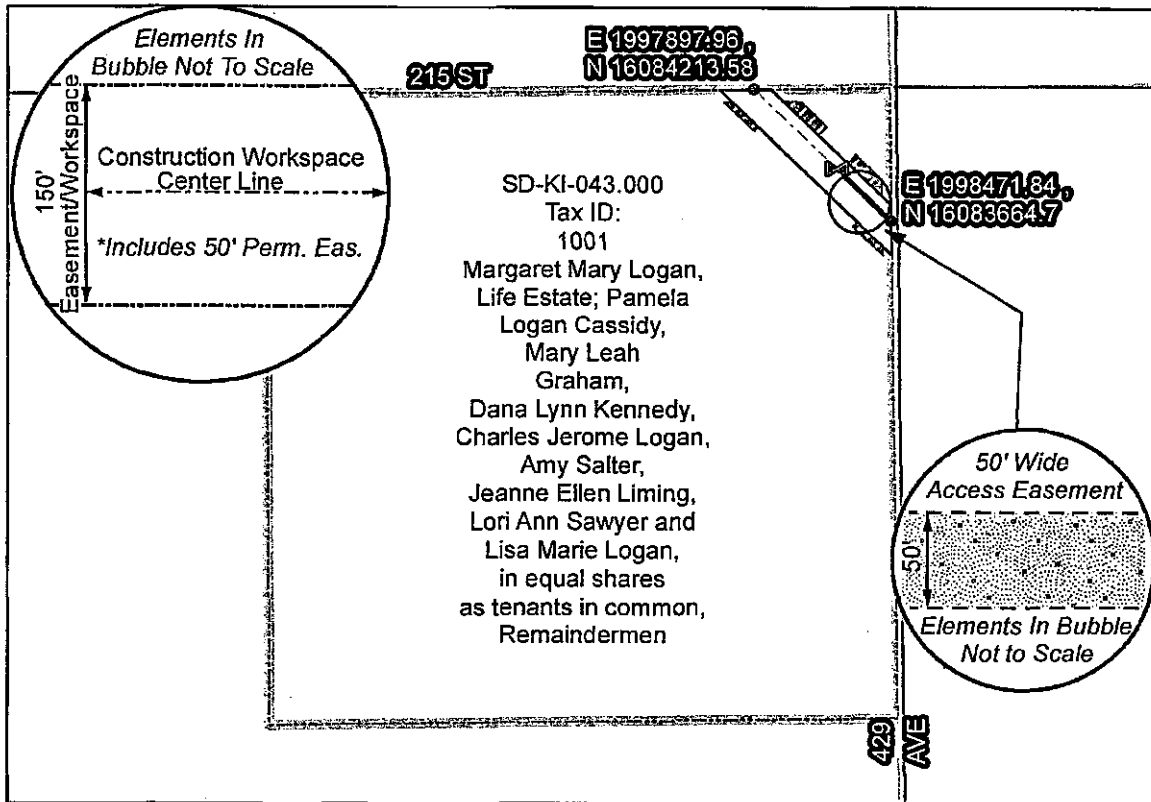
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Initial \_\_\_\_\_



**Exhibit A**  
**KINGSBURY COUNTY, SD**  
**S11-R57W-T109N**



ROW Length: 794.11 Ft. = 48.13 Rods  
 Proposed Permanent Easement: 0.91 AC  
 Temp Easement/ Workspace: 2 AC  
 Add Temp Easement/ Workspace: 0.59 AC  
 50' Wide Access Easement Ln: 261.4 Ft.  
 25' Wide Access Easement Ln: Ft.  
 Valve Site: 0.09 Ac.  
 Linear/Areal Calc = NAD 1983 UTM  
 Zone 14N



**Proposed Pipeline Easement Across:**  
 Margaret Mary Logan, Life Estate; Pamela Logan Cassidy, Mary Leah Graham, Dana Lynn Kennedy, Charles Jerome Logan, Amy Salter, Jeanne Ellen Liming, Lori Ann Sawyer

0 1,000 Feet

Tract No.: SD-KI-043.000

- Entry & Exit Points
- ⊗ Mainline Valve Site
- Center Line
- Easement/Workspace
- ▭ Property Boundaries
- ▨ Additional Temporary Easement - Workspace

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

AC  
 Landowner Initials



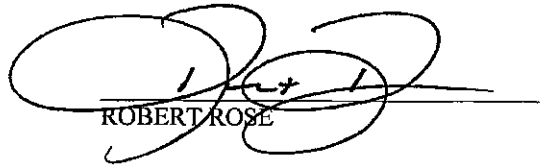
Kingsbury County, South Dakota, Lisa Marie Logan, Remaindermen, as Grantor granted to Dakota Access, LLC, as Grantee an easement (the "Easement") on, over and across the below described lands in Kingsbury County, South Dakota for the right to lay, maintain, operate, replace, repair and remove one pipeline along with any related facilities contemplated in the Easement.

4. In connection with the Easements, I am responsible for procuring "as-built" drawings of the Pipeline which reflect an accurate survey of the location of the Pipeline upon completion of construction and installation of the Pipeline

5. Based upon the foregoing, I hereby certify that attached herewith are true and correct copies of the as-built drawings of the Pipeline as the same is located upon the below described properties of Grantor:

The Northeast Quarter (NE ¼) of Section 11, Township 109 North, Range 57 West of the Fifth P.M., Kingsbury County, South Dakota, described in Personal Representative's Deed of Distribution dated December 4, 2006 from Margaret Mary Logan, as the duly appointed, qualified, and acting Personal Representative of the Estate of Charles J. Logan, Deceased to Pamela Logan Cassidy, etal, recorded in Book 108, Page 594, Deed Records, Kingsbury County, South Dakota, less and except any conveyances heretofore made.

DATED this 6<sup>th</sup> day of September, 2017.

  
ROBERT ROSE

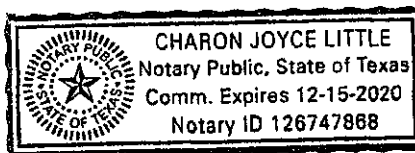
THE STATE OF TEXAS §

COUNTY OF HARRIS §

On this 6<sup>th</sup> day of September, 2017, before me, a notary public in and for said state, appeared before me, Robert Rose, Vice President of Land and Right of Way for Dakota Access, LLC who executed the foregoing instrument and acknowledged to me that he executed the same.

  
Notary Public  
My Commission Expires: 12-15-20

Return This Instrument To:  
Dakota Access, LLC  
Attn: Land & Right-of-Way Dept.  
1300 Main Street  
Houston, TX 77002

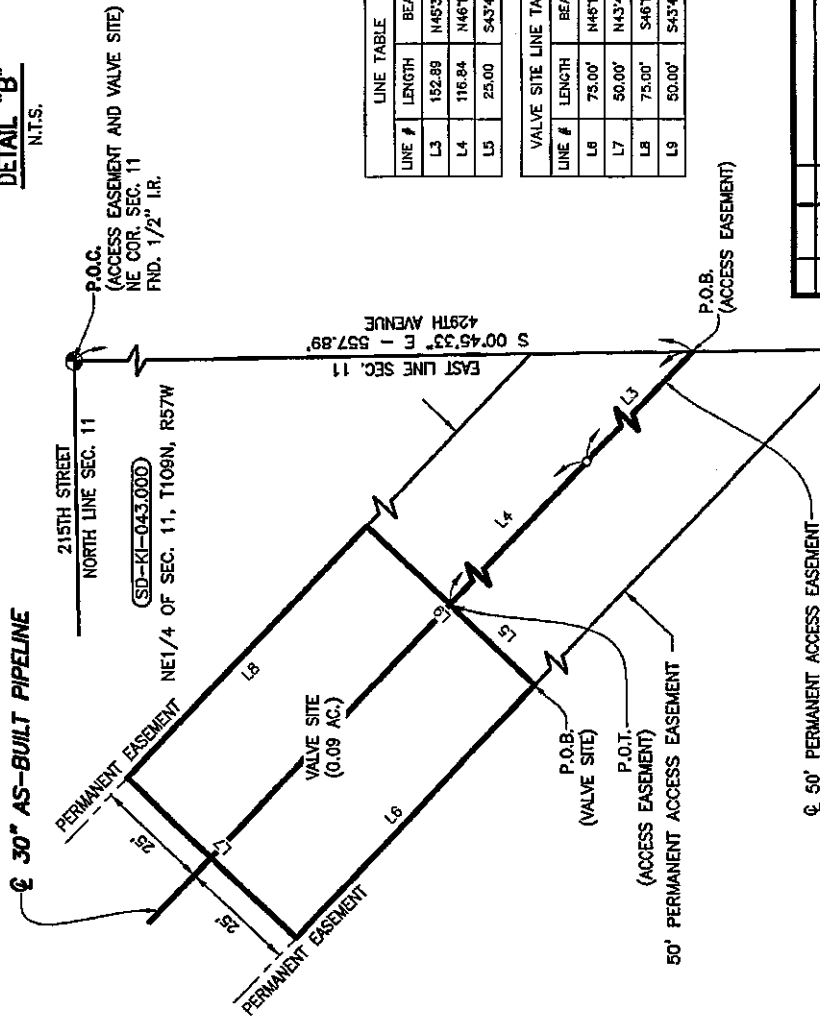






KINGSBURY COUNTY, SOUTH DAKOTA  
 SECTION 11, TOWNSHIP 109 NORTH, RANGE 57 WEST OF THE 5TH P.M.  
 EXHIBIT A-1

DETAIL "B"  
 N.T.S.



LINE TABLE	
LINE #	BEARING
L3	N45°37'35"W
L4	N46°17'14"W
L5	S43°42'46"W

VALVE SITE LINE TABLE	
LINE #	BEARING
L6	N46°17'14"W
L7	N43°42'46"E
L8	S46°17'14"E
L9	S43°42'46"W

SHEET 2 OF 3

		DAKOTA ACCESS, LLC	
PROJECT NO. 10395700		SOUTH DAKOTA	
ISSUED FOR AS-BUILT	JFY	DATE: 04/18/16	DNG. NO.
REV. DATE BY DESCRIPTION	CHK.	DATE: 07/31/17	SD-KI-043.000
PROJECT NO. 10395700		SCALE: N.T.S.	
WOOD GROUP USA, INC. SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145		APP: JCH	
PROJECT NO. 10395700		REV. 00	

**KINGSBURY COUNTY, SOUTH DAKOTA**  
**SECTION 11, TOWNSHIP 109 NORTH, RANGE 57 WEST OF THE 5TH P.M.**  
 EXHIBIT A-1

Permanent Easement Description

A 50.0 foot wide Permanent Easement:  
 That part of the Northeast Quarter (NE1/4) of Section 11, Township 109 North, Range 57 West of the 5th P.M., Kingsbury County, South Dakota. Commencing at a 3/8 inch iron rod found for the Northwest corner of said Section 11; thence N89°18'20"E 4646.47 feet along the North line of said Section 11 to the Point of Beginning in the North line of the SD-KI-043.000 tract. Said Permanent Easement described as being 25 foot left and 25 foot right of the installed 30 inch pipeline; thence S46°17'14"E 642.59 feet to a point; thence S45°37'35"E 152.89 feet to the Point of Termination in the East line of said Section 11 and the East line of said SD-KI-043.000 tract from which a 1/2 inch iron rod found for the Northeast corner of said Section 11 bears N00°45'33"W 557.89 feet along the East line of said Section 11 and the East line of said SD-KI-043.000 tract. Said Permanent Easement contains 0.91 Acre, more or less.

Permanent Access Easement Description



A 50.0 foot wide Permanent Access Easement:  
 That part of the Northeast Quarter (NE1/4) of Section 11, Township 109 North, Range 57 West of the 5th P.M., Kingsbury County, South Dakota. Commencing at a 1/2 inch iron rod found for the Northeast corner of said Section 11; thence S00°45'33"E 557.89 feet along the East line of said Section 11 and the East line of said SD-KI-043.000 tract to the Point of Beginning. Said Permanent Access Easement described as being 25 foot left and 25 foot right of the installed 30 inch pipeline; thence N45°37'35"W 152.89 feet to a point; thence N46°17'14"W 116.84 feet to the Point of Termination in the Southeast line of a 50.0 foot by 75.0 foot wide Valve Site. Said Permanent Access Easement contains 0.31 Acre, more or less.

Valve Site Description

A 50.0 foot by 75.0 foot wide Valve Site:  
 That part of the Northeast Quarter (NE1/4) of Section 11, Township 109 North, Range 57 West of the 5th P.M., Kingsbury County, South Dakota. Commencing at a 1/2 inch iron rod found for the Northeast corner of said Section 11; thence S00°45'33"E 557.89 feet along the East line of said Section 11 and the East line of said SD-KI-043.000 tract to the centerline of a 50.0 foot wide Permanent Access Easement; thence along the centerline of said 50.0 foot wide Permanent Access Easement, N45°37'35"W 152.89 feet to a point; thence N46°17'14"W 116.84 feet to a point in the Southeast line of the 50.0 foot by 75.0 foot wide Valve Site; thence S43°42'46"W 25.00 feet to the Point of Beginning and South corner of said Valve Site; thence N46°17'14"W 75.00 feet to the West corner of said Valve Site; thence N43°42'46"E 50.00 feet to the North corner of said Valve Site; thence S46°17'14"E 75.00 feet to the East corner of said Valve Site; thence S43°42'46"W 50.00 back to the Point of Beginning and containing 0.09 Acre, more or less.

FILE: R:\Projects\10395700\DISCIPLINE\CAD\DRAWINGS\04-PROPERTY-PLAT\AS-BUILT\SOUTH DAKOTA\KINGSBURY\AB-SD-KI-043.000.dwg PLOT DATE: 8/4/2017 BY: CURJUN, TERRY

SHEET 3 OF 3

				 DAKOTA ACCESS, LLC			
DO	07/31/17	TLC	ISSUED FOR AS-BUILT	JHY	30" AS-BUILT PIPELINE NE1/4 OF SEC. 11, T109N, R57W		
REV.	DATE	BY	DESCRIPTION	CHK.			
PROJECT NO. 10395700				KINGSBURY COUNTY		SOUTH DAKOTA	
 WOOD GROUP USA, INC. SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145				DRAWN BY: CV CHECKED BY: JHY SCALE: N.T.S.	DATE: 04/18/16 DATE: 07/31/17 APP.: CH	DWG. NO. SD-KI-043.000	REV. 00