

GRANT OF EASEMENT

In consideration of a non-refundable earnest money payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged **Dennis Edwards, a/k/a Dennis W. Edwards and Rebecca Edwards, a/k/a Rebecca E. Edwards, Trustees of the Dennis W. Edwards and Rebecca E. Edwards Living Trust dated October 25, 2022**, whose address is **6347 49th St. NW, Plaza, ND 58771**, (herein collectively referred to as "GRANTOR") do(es) hereby grant, bargain, sell and convey unto **Hess North Dakota Pipelines LLC, and Hess Bakken Investments II, LLC, Delaware Limited Liability Companies**, of **1501 McKinney St., Houston, TX 77010**, its affiliates, successors and assigns (hereinafter collectively referred to as "GRANTEE") an exclusive easement and right-of-way (the/this Easement) extending 25 feet either side of a centerline across the following described lands in Mountrail County, State of North Dakota.

TOWNSHIP 156 NORTH, RANGE 94 WEST, of 5th P.M.
Section 14: SE4 Less ROW
Section 24 : N2NW4

As further described in Exhibit A – attached

The location of such centerline will be finally and conclusively established by survey. Such Easement gives GRANTEE the right but not the obligation to access, establish, lay, construct, reconstruct, install, realign, modify, maintain, alter, repair, remove, improve, substitute, operate, inspect, patrol, protect, and replace one or more pipelines, together with necessary fittings, communication systems, location markers and signs, cathodic protection, protective apparatus, and all other equipment and appurtenances, at any time or times and shall be subject to the following terms and conditions:

1. The Easement herein granted shall be expanded temporarily during any period of construction to one hundred feet (100') of width and any such additional areas indicated on the Exhibit A. GRANTEE shall have the right to use an additional workspace of one hundred fifty feet by one hundred fifty feet (150' x 150') along the easement area at the crossing of roads, railroads, streams, tree rows, terraces and uneven terrain.
2. GRANTEE shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet (50') in width. GRANTOR acknowledges that GRANTOR has been advised of the approximate centerline of the Easement. Upon completion of the first pipeline construction hereunder, GRANTEE shall furnish to GRANTOR an As-Built plat or drawing showing the surveyed location of the centerline for purpose of recording.
3. GRANTEE may voluntarily terminate or release this Easement at any time. Within a reasonable time after such abandonment and removal, and after each instance of construction or repair of any pipeline hereunder, GRANTEE shall restore the surface of the land substantially as nearly as reasonably possible to its former contour and shall repair any actual damage caused to GRANTOR's facilities.
4. GRANTEE shall, to the extent not previously remitted, pay to GRANTOR the amount(s) specified in the unrecorded Pipeline Calculation Worksheet ("Exhibit B"), Section 1, per rod

of Easement for the disruption in the laying, constructing, maintaining, altering, repairing, removing or replacing of the pipeline or pipelines. In addition, upon completion of construction, GRANTEE shall pay to GRANTOR the amount(s) shown in the Exhibit B, Sections 2, 3 & 4, as applicable, which shall fully compensate GRANTOR for any and all damage occasioned by such construction, including but not limited to damage to growing crops, grasses, fences, buildings and livestock.

5. Unless indicated otherwise on the Exhibit B for the Pipeline Easement, GRANTEE shall make all payments due hereunder to GRANTOR. No change in ownership or right to receive payment shall be binding upon GRANTEE unless and until GRANTOR furnishes to GRANTEE notice of such change in a properly recordable form.
6. Following construction of a pipeline within this easement, GRANTEE shall have the right to maintain the Easement and the routes of ingress and egress thereto, including but not limited to the right to clear brush and/or other obstructions and GRANTEE shall not be liable for damages for future clearing of the right of way. Further, GRANTEE shall have free ingress and egress at all times to the pipelines and Easement for purposes consistent herewith.
7. GRANTOR may not use any part of the Easement in a way that may damage, destroy, injure, and/or interfere with the GRANTEE's right to use said Easement for the purposes set forth in this Easement. GRANTOR is not permitted to conduct any of the following activities on the Easement 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 easement under the Agreement are conveyed. GRANTEE agrees the pipeline or pipelines will be constructed in a manner to allow the crossing of agricultural equipment of normal weight and livestock. Any improvements, whether above or below ground, installed by GRANTOR subsequent to the date that GRANTEE acquires possession of the Easement, may be removed by GRANTEE without liability to GRANTOR for damages.
8. The rights granted by this Easement shall continue so long as GRANTEE, and/or its successors and assigns, operate and use the pipeline or pipelines constructed under this Easement. However, in no event shall the duration of the rights granted under this Easement exceed ninety-nine (99) years.
9. GRANTEE shall place pipelines constructed hereunder a minimum of forty-eight (48") inches beneath the surface of all lands, and shall maintain such pipeline(s) throughout the life of this Easement. Unless expressly set forth in the body of the Easement or on a separate exhibit attached hereto, there are no additional conditions or limitations imposed upon GRANTEE'S exercise of its rights hereunder.
10. GRANTEE shall conduct all operations hereunder in a prudent and reasonable manner, and consistent with applicable laws and regulations of the U. S. and the state of North Dakota, and shall indemnify GRANTOR from and hold it harmless against all claims, demands, losses and causes of action for injury or damage caused by GRANTEE's negligent act, error or omission in the exercise of its rights granted hereunder.
11. GRANTOR, its heirs, executives, administrators, personal representative, successors and assigns reserve the right to fully use and enjoy the property covered by this Easement insofar as the exercise of such right does not interfere with or conflict with GRANTEE's rights granted hereunder.
12. GRANTOR represents and warrants that it owns all of the rights with respect to the property covered by this Easement and that no other party has a conflicting easement or ownership interest in the surface of such property, or in the alternative that GRANTOR shall be fully responsible for the settling with the owner or owners of such interest for any sums paid by GRANTEE hereunder, and GRANTOR will indemnify GRANTEE from and hold GRANTEE harmless against any and all claims arising out of GRANTOR's failure to settle with such other owners. Owner further covenants and binds itself, its successors and assigns to warrant and forever defend the title to this easement to GRANTEE, its successors and assigns, against the lawful claims of all persons.

13. If at any time subsequent to the date hereto any provision of this Easement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of the other provisions of this Easement.
14. If GRANTOR owns or leases a lesser interest in the above-described lands than the entire and undivided fee simple estate therein, then the payments herein provided for shall be paid to the GRANTOR only in the proportion which the GRANTOR's interest bears to the whole and undivided fee estate.
15. No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this Agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within sixty (60) days after receipt of such notice or has failed to correct such failure within sixty (60) days after final determination, by agreement or by litigation in a court of competence, that a breach, in fact, exists.
16. Any notice, election, payment or other correspondence required or permitted hereunder shall be deemed to have been properly given or delivered when made in writing and delivered personally to the party to whom directed, or when deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, and addressed to the party to whom directed as follows:

If to GRANTEE: Hess North Dakota Pipelines LLC
 Hess Bakken Investments II, LLC
 Attn: Bakken Land Manager
 1501 McKinney Street
 Houston, TX 77010

If to GRANTOR: Dennis & Rebecca Edwards
 6347 49th St. NW
 Plaza, ND 58771

17. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be considered one and the same document.
18. Both the GRANTOR and the GRANTEE may assign this Agreement; provided, however, that no assignment or other change by GRANTOR in ownership or right to receive payment shall be binding upon GRANTEE unless and until GRANTOR furnishes to GRANTEE notice of such change in a properly recorded form.

Effective Date: This instrument is dated effective for all purposes November 6, 2025.

GRANTOR(s):

Dennis Edwards

Dennis W. Edwards

Rebecca E Edwards

Rebecca E. Edwards

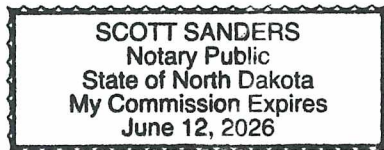
ACKNOWLEDGMENT

STATE OF North Dakota §

COUNTY OF Mountrail §

On this 6th day of November, in the year 2025, before me personally appeared **Dennis Edwards, a/k/a Dennis W. Edwards and Rebecca Edwards, a/k/a Rebecca E. Edwards**, known to me to be the persons who are described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(Stamp)



[Signature]
Notary Public

